SUPREME COURT OF THE UNITED STATES.

No. 57.

ASA SARTWELL, APPELLANT,

vs.

HENRY & ROBERT WILLIAMS.

ON APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR WEST. PENNSYLVANIA.

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Langtree & O'Sullivan, Print.—1840.

To the Honorable Henry Baldwin, Esquire, Judge of the Circuit Court of the United States, in and for the western district of Pennsylvania:

Humbly complaining, showeth unto your honors your orators, Henry Williams and Robert Williams, of Boston, citizens of the State of Massachusetts, that your orators now are, and for some years past have been engaged in the said city of Boston, in the purchase and sale of land on their own account, and as agents for others, and in that capacity their services were solicited by one Asa Sartwell, in the sale of some lands, bought by him for taxes in the State of Pennsylvania, the said Sartwell then and now being a citizen of the said State of Pennsylvania; that said sale proving profitable to both your orators and the said Sartwell, it was proposed that a partnership should be formed between them, in which lands, and especially timbered lands in Pennsylvania, then in great demand, in the eastern States of the United States of America, should be secured by the said Sartwell, whose experience and information respecting such land in said State enabled him to do so; and that the said lands should be offered for sale in Boston and its vicinity, and in the neighboring States, by the said Henry and Robert Williams, whose reputation and advantages, as land owners and agents, would greatly promote and facilitate said sales; and thereupon an agreement in the following words and figures was entered into between said parties, viz:

Whereas we, the subscribers, are desirous of, and propose to enter into and make a purchase of lands in the State of Pennsylvania, and especially timber land, and whereas Asa Sartwell, of Smithport, county of McKean, Pennsylvania, one of the parties to this agreement, is thoroughly acquainted with the quality and situation of the lands in and near the Alleghany river, and with many of the owners of the lands; and whereas he, the said Sartwell, on his part, undertakes to proceed to Philadelphia, and to other parts of the State of Pennsylvania, where the owners of the land reside, and to bargain with them for a refusal of a large quantity of the lands for a term of time sufficient to examine them, and to make sale of the same; and whereas, H. and R. Williams, citizens of Boston, Massachusetts, of the other part, are so situated as to be able to effect a sale or disposal of said lands: Now, therefore, it is agreed by and between the said parties, that the said Sartwell shall proceed to Pennsylvania, and, if practicable, obtain refusals of large quantities of lands, as before named; that as soon as this is done, he shall advise H. and R. Williams minutely of his doings; that thereupon H. and R. Williams shall procure and employ a discreet and able person to proceed to the lands, to examine, estimate, and locate, such as may be thought advisable by him and the said Sartwell, which done; the said Sartwell is to proceed to Boston, and then he, and the said H. and R. Williams, shall decide upon and determine what lands it is expedient to

purchase. It is hereby agreed that said Sartwell shall share and sustain one-third part of said enterprize, and that the said H. and R. Williams shall share and sustain the other two-thirds, and that the expenses of the exploration and examination shall be borne in the proportion as above stated by the respective parties. It is expressly agreed that the said Sartwell and the said H. and R. Williams shall not make any charge for their personal services in the business, except that in the event of a failure to make the enterprise profitable, said Sartwell shall be allowed a reasonable compensation for his expenses in travelling to Boston. It is further agreed by the parties that all and every thing relative to the conduct of this enterprize by both parties shall be to each other *open*, *fair*, and without any concealment of any matter or thing by either party from the other.

Boston, 8th August, 1835.

H. & R. WILLIAMS,
ASA SARTWELL.

And the parties to the aforesaid agreement did, on the twenty-fourth day of May, eighteen hundred and thirty-six, make a further additional or supplementary agreement, in form and effect as follows, viz:

Boston, May 24th, 1836. It is hereby agreed between the parties to the within agreement, that in case of a failure of making sales of the lands, that the expenses attending the efforts to sell are to be borne and paid by the parties in the ratio of their interest, as set forth within, especially Mr. Sartwell's expenses of journey to and *from* Boston are to be paid by the parties.

H. & R. WILLIAMS.

Which agreement is endorsed on the first or original article, in the words and figures above recited.

Pursuant to said agreement, and acting under the provisions thereof, the said Asa Sartwell repaired to the State of Pennsylvania, and obtained from the holders or owners of lands falling within the scope and description of said agreement, "*refusals*" or promises, that they, the said owners or holders of lands, would give him pre-emption rights, or the privilege of purchasing their lands within certain set times, at certain stipulated prices, as concluded upon by the said Asa Sartwell and the said owners and holders of said lands, as appears by the letters of said Sartwell, dated August 15, 1835, and September 15, 1835, copies of which are hereto annexed, which, together with any other copies of letters of subsequent dates herein referred to, your orator prays may be taken and considered as part of this bill. After making said selections, and obtaining said refusals or pre-emption rights, your orators, on the 27th of August, 1835, employed and procured a discreet and able person to proceed to the lands in question, to examine, estimate, and locate such as might be thought desirable by him and the said Asa Sartwell, a copy of the instructions in writing, given to the agent thus employed, being

hereunto attached, with the prayer that they may be considered part of this bill.

After which the lands thus examined and selected were reported to your orators, who immediately advertised and proposed the same for sale in the said city of Boston, and elsewhere, and make all usual, reasonable, and earnest exertions to effect said sales; a printed copy of their advertisement, description, &c., of said lands, being also annexed, and prayed to be considered as a part of this bill, with this observation and averment, as to the fact that the names of your orators in said printed proposals are mentioned as being agents for Asa Sartwell; that their names are so introduced only from purposes of policy, and because under that character they could more effectually promote the interests of the said Asa Sartwell and the partnership aforesaid, and not because they were in truth or fact the agents of the said Sartwell, but they were then, as always, full and true partners with him, according to the force and effect of said agreement; to all which the said Sartwell assented, being apprized thereof, by the said printed proposals, which we expressly charge him to have read and approved long before the second agreement made and endorsed on the first, on the 24th May, 1836, and before his (said Sartwell's) letter of 3d June, 1836, on which the continuance and full life of said partnership connexion is amply recognised. This pamphlet is also admitted as "ours" in s'd Sartwell's letter of March 16, 1836. On account of the shortness of the time for which said refusals were given, and the prevailing difficulties in monied affairs, your orators, with all diligence, were unable to effect sales of said lands. Under these circumstances, in November and December, 1835, and subsequently, an extension of the time of closing said purchases, with the owners of said lands, by the said partners, was asked for and obtained by the said Sartwell, by and with the consent of your said orators, as appears by said Sartwell letters, of December 3d, 1835, and Jan'y 29, 1836, and March 16th, 1836. This extension was renewed again, in like manner, by the agency of said Sartwell, as appears by his letters of June 3d, 1836; and on the 24th of May, 1836, the further agreement was made, providing a more liberal allowance for said Sartwell's expenses, especially including provissions for his expenses in coming to Boston, as well as returning from said city.

And your orators further aver, that the said partnership was duly carried on, and hath ever since continued, and doth or should now continue, having been fulfilled and conformed to according to the stipulations and agreements above set forth, and from said 24th May, 1836. In the meantime, and until the first day of August, your orators continued to exert themselves to make sales of said lands, and at great expense, trouble, faithfully performed every thing incumbent upon them by said agreement. The said Sartwell then visited Boston and conferred fully with your orators. The difficulties attending the sale of said lands, by reason of the scarcity of money, were fully explained to him, and he, acquiescing in the cause of said failure to sell, urged the propriety of increased exertions to sell, as it

was impossible to hold the owners of said lands to their promises to prefer the said parties in the sale of said lands under the refusals or pre-emption rights already acquired, longer than the first day of October next ensuing; he stated, that if a sale could be made in the course of the next week or ten days it would answer the purpose, and urged a special effort to sell, at a reduced price, to make something in preference to losing all. In answer to which, your orators pledged renewed and stronger exertions to make sales, which exertions were accordingly made. A treaty for the sale of a considerable portion of said lands was then pending, and by falling in the price as recommended by said Sartwell, strong expectations were cherished by your orators of completing a satisfactory sale at a large profit to your orators and the said Sartwell, jointly, under said agreement. But now, so it is, while these exertions for joint benefit of said partners were making in good faith by your orators, the said Asa Sartwell, combining and confederating together with divers persons, at present unknown to your orators, whose names, when discovered, your orators prays he may insert herein, with apt words to charge them as parties defendants hereto, and in flagrant violation of his express solemn agreement; that the conduct of their enterprise, by both parties, should be to each other *open*, fair, and without any concealment of any matter or thing by either party from the other; the said Asa Sartwell, contriving how to wrong and injure your orators in the premises, was negotiating a sale or sales of the lands thus pledged to be purchased for the joint account of himself and your orators, for his own individual and separate use and benefit; and, after privily taking with him the map of the principal tract of land, without any intimation of his intention to effect sale thereof, without any notice to defendants of setting up a separate interest in said lands for himself, or denying or dissolving the solemn agreement in full force and life between him and your orators, clandestinely departed from Boston, taking said map with him, and sold the said principal tract of land, and other lands as aforesaid secured to said partnership, to the amount of one hundred and seventy-five thousand acres; that is to say, he sold one hundred and twenty thousand acres of land to Grigg, Wild, and others, at an advance above the price for which said lands were purchased of twenty-five cents per acre, amounting to thirty thousand dollars; two-thirds of which, or twenty thousand dollars, is the rightful and just share of said advance belonging to your orators; and he also sold fifty-five thousand acres of land to the same persons above named for the advance of fifty cents per acre—equal to *twenty*-seven thousand five hundred dollars—out of which he allowed Robinson and Plumer and Jos. Adams eleven thousand and six hundred and sixty-six dollars; leaving the nett profit of said last sales at $15,834 00, of which the rightful and just share of your orators is $10,556; making in all the sum of thirty thousand five hundred and fifty-six dollars, belonging to your orators, unrighteously received and withheld by said Sartwell, as appears by the account stated and hereto annexed, prayed to be made part of this bill. All which sales

by said Sartwell are shown forth and proved by the notarial copies of the agreements of sales; which copies are certified by Thomas A. Dexter, notary public, and are attached to this bill and prayed to be considered as part thereof; said agreements bearing date the first of September, 1836, and the sixth day of October, A. D. 1836.

And your orators further aver, that other sales of said lands procured to be purchased by said Sartwell on joint account with your orators, and at other large advances upon the prices to be paid by said partners for them, by which your orators have been further and more largely defrauded of their just share of profits of the said joint adventure.

And your orators further show that they have, by themselves and their agents, from time to time, applied to the said Sartwell, and have requested him to come to a full and fair account in respect of the said copartnership transactions; with which just and reasonable requests your orators well hoped that the said defendant would have complied as in justice and equity he ought to have done.

But now, so it is, the said Sartwell refuses absolutely so to do, and at times pretends he did not make said sales for account of the partnership, but is entitled to hold the profits thereof for himself, whereas your orators charges the contrary thereof to be the truth; and that the profits of said sales should enure to their benefit in the proportion and to the amount above stated.

And your orators further charge, that the said Sartwell is proceeding to collect the proceeds of said sales, to their great loss and injury.

All which actings and doings, pretences, and refusals are contrary to equity and good conscience. *In consideration whereof*, and forasmuch as your orators can only have adequate relief in the premises in a court of equity, where matters of this nature are properly conizable and relievable. *To the end, therefore*, that the said Asa Sartwell and his confederates, when discovered, may, upon their several and respective corporal oaths, to the best and utmost of their respective knowledge and remembrance and information and belief, full, true, direct and perfect answer make to all and singular the matters aforesaid, and that as fully and particularly as if the same were here repeated, and they and every of them distinctly interrogated thereto, and more especially that the said Sartwell and confederates may in manner aforesaid answer and set forth the quality of lands and number of acres of which he procured refusals from the owners *on joint account* with your orators and himself, together with a description thereof and the value of the same, as also what sales of lands of which he has thus obtained refusals he has made; to whom, and for what prices said sales were made, and how much has been paid thereon; especially whether the agreements of sales before mentioned and annexed to this bill were of lands which he obtained refusals for on account of your said orators and himself under their agreement and in like manner set forth, and answer what other sales of such lands in which your orators were concerned, their amount, price, &c., together with copies of any agreements or deeds of sale or dis-

position; and your orators further pray that an account may be taken of all and every the said copartnership dealings from the commencement thereof, and of the moneys received and paid by your orators and said Sartwell in regard thereto, *and that the said Sartwell in regard thereto;* and that the said Sartwell may be decreed to pay to your orators what, if any thing, shall upon the taking of said accounts appear due to them, your orators being ready and willing to pay said Sartwell any thing found due him; and that in the meantime the said Sartwell may be restrained by the order and injunction of this court from collecting or receiving any of the moneys due on said partnership sales; and that some proper person may be appointed to receive and collect all moneys which may be coming to the credit of the said copartnership, and that your orators may have such further and other relief in the premises as the nature and circumstance of this case may require, &c. May it please your honors to grant unto your orators your writ of injunction to be directed to the said Asa Sartwell, and to restrain him from collecting or receiving any of the moneys which may be due on said partnership sales, and also your writ of subpœna to be directed as aforesaid, commanding the said Asa Sartwell to be and appear before your honors on such certain day as you shall appoint, and then and there make full, true, direct, and perfect answers to all and singular the premises, and further to stand and abide such further order, direction, and decree as to your honors shall seem meet, &c.

And your orators shall ever pray, &c.

JAMES S. CRAFT,
Solicitors for Compl'ts.

PHILADELPHIA, *August* 13, 1835.

Messrs. H. & R. WILLIAMS:

GENT.: I improve the first opportunity to inform you of my doings in relation to land matters, and have succeeded in getting a refusal for three months of the trustees of the Bingham estate for between thirty and forty thousand acres in McKean county; I am to pay one dollar per acre, one-tenth at the expiration of three months and the remainder in four years; two years without interest. They showed me a map of their lands, and were desirous that I should now make the selection in one continued body. I did so; have made a selection of all their land near the navigable waters which sweeps the whole of their timbered lands, which are the best in the country; they are also the best farming lands. I did not expect to have got these lands much less than two dollars per acre. There are several saw-mills and other improvements on these lands, which are reserved. I have also got a refusal of Mr. Ridgway for ten thousand acres in Jefferson county, at one dollar and seventy-five cents per acre, one-tenth in five months, the remainder in five years, one year without interest. He has reserved some of the lands which we should not be likely to take—don't know, as this refusal will be very desirable.

I expect to get a refusal of thirty or forty thousand acres more in Jefferson county, of gentlemen in the county—think we can make a pretty general sweep of the timbered in that county.

If you think it advisable to send a man out to examine the refusals already made, think he had better be there by the middle of September. I leave in about an hour for Harrisburgh.

Yours, truly,

ASA SARTWELL.

SMITHPORT, *Sept.* 5*th*, 1835.

Messrs. H. & R. WILLIAMS:

GENT.: I arrived at Smithport on the 3d inst., after a *tiggeous* ride of more than three hundred miles over a rough road. I intend to start for Jefferson county on the 7th ult. In view of lands, think prospects are flattering, notwithstanding the rappid increase in value. Farming and timbered lands have increased more than one-half in value in the vicinity of Hamilton since the first of June; the New York people are buying them up—our McKean county refusal is no doubt a valuable one—the New York and Erie railroad will pass within three miles of the land. I will let you know of my success in Jefferson co. in due time.

Yours, in haste,

ASA SARTWELL.

BROOKVILLE, JEFFERSON CO.,
September the 15*th*, 1835.

GENTLEMEN: My proclamation is good news and glad tidings to-day; I accomplished *to* great object in land matters; on the opposite side you will see the statement as to price and quantity.

I had a *goodeal* of difficulty in effecting the object, having several competitors to contend with; two were from Portland, one from Massachusetts, and four or five from other places. The Portland speculators left here about ten days since. They have been exploring lands in all parts of the county, and have now gone home to raise funds to buy a large amount of land; the poor fellows will be sadly disappointed. I have the refusal of all the valuable timbered lands in the counties of McKean, Clearfield, and Jefferson, which makes a general sweep of the timbered lands on the waters of the Alleghany river. Col. Wilson met me here this afternoon in good health and spirits. He is well pleased with the country; thinks there is a great quantity of timbered lands embraced in our refusals. I have employed a competent surveyor to assist Col. Wilson in making examinations. They will commence operations to-morrow; think it will take them nearly three weeks to accomplish it.

Yours, truly,

ASA SARTWELL.

Messrs. H. & R. WILLIAMS.

Lands embraced in the refusal, viz :

1st. 11,000 acres ; for the whole 75 cts. per acre ; from 5 to 7,000 acres, 87½ cents ; from 4 to 5,000, $1 00 per acre.

2d. Estimated quantity unsold, 40,000 acres ; for the whole, (60) cents per acre ; for 20,000 acres, (70) cts. per acre ; for 10,000 acres, 75 cts. per acre.

3d. About 8,000 acres, at 75 cts. per acre.

4th. 4,000 acres, at $1 50 cts. per acre, for the whole, or $1 75 under 2,000 acres.

5th. 1,000 acres, $1 50 for the whole.

6th. 2,000 acres, same as the last.

7th. 6,000, $1 75 for not less than four thousand acres.

8th. 100,000 acres at 75 cts. per acre, for not less than 20,000.

9th. 50,000 acres, at 75 cts. per acre, for not less than 15,000 acres.

It is supposed that there is nearly 150,000 acres in the foregoing estimate, that will average from five to fifty thousand feet of lumber per acre. This is the opinion of lumbermen who have a great knowledge of lands. I am quite unwell ; therefore, have given you a hasty statement.

ASA SARTWELL.

One fourth of the price of the above lands must be paid when the deed is given ; the remainder in four annual instalments, with interest. We have three months allowed us to decide upon the lands.

Philadelphia, Dec. the 3, 1835.

Messrs. H. and R. WILLIAMS :

GENT.:—I arrived here yesterday afternoon ; called on Mr. Miller this morning. Mr. Ingersoll has gone to Washington to take his seat in Congress.

Mr. Miller says he has no objections to extend our contract in relation to our land ; says he will write to Mr. Ingersoll on the subject immediately, and inform me of the result by letter. I shall start for Jefferson county to-morrow.

Yours truly,

ASA SARTWELL.

Smithport, January the 29, 1836.

Messrs. H. and R. WILLIAMS :

GENT.:—Not having received any advices from Mr. Miller, of Philadelphia, since I left there, in relation to the extension of our contract for lands, and having been absent from home on a journey in the State of New York for several weeks past, I have just written to Mr. Miller, requesting him to write to you immediately on the subject, in order that you may know the result as speedily as possible.

In my former letter, I wrote you the contract made with C. C. Gaskill, Esq., was extended to the first of June. I had a good deal of difficulty in getting an extension ; the owners had written to him that

they were dissatisfied with his acts; said instead of getting seventy-five cents per acre, they should have nearer seven dollars and fifty cents.

The contract with Jones & Wilson is likewise extended to the first of June, on the same condition as the former one. Pine lumber and timbered lands in this county are looking up. Good boards are selling at twelve dollars per thousand at the mills. Some of the lumbermen from Pittsburg and Cincinnati are now buying up all they can get at that price. One of them has contracted to deliver three millions of feet in Natchez by the first of June, at forty dollars per thousand. He gets them rafted, and run, and warranted to be delivered safe at Natchez for six dollars per thousand.

Timbered lands are retailing from four to ten dollars per acre. Perhaps you may think I am stretching matters, but I assure I am not. We are offering lands two low. If we were able to keep them, we could make money by holding on. Want you to write me as often as once in two weeks, letting me know how you succeed in making sales.

Yours truly,

ASA SARTWELL.

Smithport, March the 10, 1836.

Messrs. H. & R. Williams:

Gent.: Yours of the 13th ult. was duly received and perused with interest. I am sorry to say I have not yet received any advices from Mr. Miller, of Phila., in relation to the extension of our lands. Unless I hear from him by the 25th of the present month, I shall send some person to Phila. to negotiate for an extension. Since my letter to you of the 29th of January, I received one from Mr. Gaskill, saying that he then had an opportunity of making an actual sale of all the lands I had contracted with him for a much greater price; said, as there was not a certainty of my selling, he was desirous that I should give up the contract. For fear something might be done to operate against our interest, thought I would go out and see him, and make all things right.

The gent. that were trying to buy were from Portland, in Maine. Mr. Gaskill regretted he had extended the contract; said the proposed internal improvements in that region of county, by recent acts of our Legislature, had enhanced the value of the lands very much.

You have probably noticed the United States Bank Bill, which passed in our Legislature, and the appropriations for canals and railroads, which were connected with it. The appropriation for the extension of the West Branch Canal, spoken of in the bill, is the canal route referred to on our charts. There is also an appropriation of $9,500 for a survey of a canal and railroad from the head of the West Branch Canal to the Allegheny river, by way of Old Town, in Clearfield county; thence, down the Mahomay creek. This route will pass through the forty thousand acre tract, described in *our pamphlet* as the Holland Co.'s land.

I was virtually opposed to the passage of the bank bill; but when it was put in a shape so directly to our interest, I could not reasonably object to it. The New York and Erie Railroad, which will pass near the Bingham tract, will be advanced rapidly next summer. Thus I have given you a brief sketch of the improvements that will be of great importance to our lands, in order you may understand them fully, so as to explain them to persons wishing to purchase.

Can there now be a doubt that men of capital will be so blind to their interest as to object buying our lands at the low prices we have offered them, when, no doubt, in less than five years, they will be literally cut up and surrounded with railroads and canals?

Mr. Gaskill says, if we make sale of his lands it will be necessary to resurvey them, which he thinks will take three or four weeks to accomplish it, therefore it will be necessary to give him early notice.

Very respectfully, yours, &c.,

ASA SARTWELL.

SMITHPORT, *April* 12, 1836.

Messrs. H. & R. WILLIAMS:

GENT.: In my last letter to you, I mentioned that unless Mr. Miller informed me of the extension of said land contract by the 25th of last month, I should send some person to Phila. to negotiate for an extension. I have written several letters, but have not received any answer. I cannot account for the reason, perhaps he has written to you, as I desired him to. Nor have I sent any person to negotiate for an extension—the man I expected to send has disappointed me. I cannot start till some time next week.

It is not certain we shall get an extension on the Bingham lands. I think if you have a chance to dispose of the others you had better improve it. I am very anxious that a sale should be effected.

You are to recollect that we are to pay interest on the land after the first of March, whether we sell or not, which will amount to a pretty round sum. Want you to write me what the prospects are for selling land, and whether you wish me to come out or not; and at what time.

Things remain here pretty much the same as when I wrote you last; there has been an advance on the prices of lumber; clear stuff is selling for $15 per thousand at the mills. We have now a fine freshet, and the lumbermen are starting out their lumber to market.

Your friend and humble servant,

ASA SARTWELL.

BROOKVILLE, *June* 3, 1836.

Messrs. H. & R. WILLIAMS:

GENT.: I had not time to write you from Philadelphia; had not any thing to write of importance; could not get any further extensions there; I have now just returned from Pauxataway; Mr. Gaskill

has extended all the contracts to the 25th of July, which was the longest time I could possibly get. He has made an alteration in the time of the payments, requiring one fourth at the time of the sale and the remainder in three annual instalments, instead of four. The contract with Mr. Miller and Ingersoll is extended to the first of July. Mr. Miller gave me some encouragement to extend further, but nothing definite on the subject. Want you to write me often, letting me know the state of the money market—please send me a paper occasionally. Likewise want you to let me know how my Boston friends like the description of these lands. I have not seen the gent. that is sent out to examine them.

Yours truly,

ASA SARTWELL.

BOSTON, *27th August*, 1835.

Col. JOHN WILSON:

DEAR SIR: We wish you to proceed to Smithport, McKean county, Pennsylvania; there you will find Mr. Asa Sartwell, who is advised of your coming, and who is interested with us in the enterprise upon which you are sent. We wish you, under the direction, and with the aid of Mr. Sartwell, to *thoroughly* examine such lots of land as he, Mr. Sartwell, shall point out to you. *Particularly* we wish you to estimate and keep an accurate account of the *Pine*, and all other timber there may be found on each lot; its quality and the facilities that exist for cutting it, and placing it on navigable waters. In order for this you must have your book, in which to make minutes of all your labors. Some of the lands you will have to examine may not improbably turn out to only fit for settling, and not timbered. All of this description we want as accurately noted in your account as that which is timbered. We want a thorough description of each and every lot of land that Mr. Sartwell points out to be explored, so that you may furnish us on your return a just description of them, that we may depend upon it. We think you may be employed thirty to forty days in examining the lands, and wish you immediately after to repair to Boston.

You cannot, we think, mistake our views and objects. Do your work thoroughly, or it will avail us nothing. You will excuse us for saying, *that it is our wish, and we expect that you will be strictly governed by it, that you will on no account, either in Boston, or on your way to, at, and from Smithport to Boston, or at any time, say* ONE *word of the nature of the business in which you are engaged. We deem this important to our interests.* We wish you to write to us as often as once a week, and inform us of the progress you have made. Please be particular in ascertaining how far the Alleghany and its branches is navigable for logs and boards; what is the expense of cutting and hauling, of sawing and of running to market the timber; and enquire what it commands in the various markets south and westerly.

Respectfully, your friends,

H. & R. W.

Mr. Asa Sartwell,

To H. & R. Williams, Dr.

1836.			
Oct. 6.	For ⅔ of the advance on land sold to Griggs & Wald et al., estimated at 120,000 acres, to be surveyed at 25 cts. per acre, $30,000, ⅔ - - -		$20,000 00
	For ⅔ of the nett advance on land sold to Griggs & Wald et al., 55,000 acres, at 50 cts. per acre, is	27,500 00	
	Less allowed Robinson and Plumer, and Jos. Adams,	11,666 00	
		15,834 00 ⅔ is	$10,556 00
			$30,556 00

[*Copy of printed pamphlet attached to bill.*]

H. and R. Williams, as agents for Asa Sarwell, propose to sell the following described tracts of lands, situated in the westerly part of Pennsylvania. They propose to dispose of these lands in shares of one thousand dollars each, say in 317⅛ shares.

It is possible that before the execution of the deeds to the company proposed to be formed, that some portion of the lands may be sold by the owners; and, in that event, it is expressly agreed by the sellers, that the company formed shall have the benefit of the sales if they are at higher prices than those affixed to these proposals, and that the amount of such sales shall be deducted from the aggregate cost of the lands at the prices as hereafter described.

As some part of the lands proposed to be sold may be disposed of by the agents authorized to sell, before the company for the purchase of them shall have been fully completed; in that case, it is understood and agreed upon, that no fractional, or slight alteration in the quantity of any one or more tracts, shall, in anywise, affect the contract entered into by the parties. That is, the parties shall be bound to take and settle for the lands that are left unsold at the time fixed for the closing of the subscription.

The following are the lands embraced in the proposals, viz:

1st. A tract of land containing 96,306 acres, situate in the counties of Jefferson and Clearfield, on the waters of the Big and Little Toby's creeks. Taken as a large tract, these lands are not surpassed in value, taking into view the nature of the soil, the amount of valuable timber, and the facilities of getting it to market, by any other tract of land in Pennsylvania, or in all America. For a particular description of them, reference is made to the statement of Col. John

Wilson, who has personally examined them. This tract it is proposed to sell at the price of one dollar fifty cents per acre, amounting to $144,459.

2d. A tract of land containing 19,800 acres, situate in Jefferson county, on the waters of Toby creek and Great Mill creek.

This tract, on examination by said Col. Wilson, is found to be of excellent quality, and to contain five thousand feet, at least, of very first quality pine timber per acre, beside nearly an equal amount of other valuable timber, and well adapted to farming purposes. It is offered at one dollar and forty cents per acre, amounting to $27,720.

3d. A tract of land situate in McKean county, on the waters of the Tunanguant creek, which empties into the Allegany river, containing 35,200 acres. This is, in all respects, a very superior body of land, and is rendered essentially more valuable on account of its contiguity to the railroad from the city of New York to Lake Erie, which it is expected will pass within four miles of it. It is distant from Lake Erie less than sixty miles, and when the railroad is completed there will be a ready market for lumber, and all farming produce, on the shores or Lake Erie, in addition to the existing certain markets down the Allegany river. This tract is offered at one dollar and seventy-five cents per acre, amounting to the sum of $61,600.

4th. A tract of land situate in Jefferson county, on the waters of the Big Mahoning, which empties into the Allegany river, containing ten thousand acres. This is a very heavy timbered tract of land; is estimated to contain at least eight thousand feet of pine timber to the acre, which, with moderate expense, can be made perfectly accessible to navigable waters, and is, besides, excellent farming land. It is offered at one dollar and fifty cents per acre, amounting to the sum of $15,000.

5th. A tract of land situate in Jefferson county, on the waters of the Big Mahoning, containing 40,000 acres. This tract contains four to six thousand feet of pine timber, and much other valuable timber, per acre, and is good farming land. This tract is offered at low the price of one dollar 1-8 per acre, amounting to the sum of $45,000.

6th. A tract of land situate on the waters of Stump Creek, containing 3,000 acres. This tract is a very select one, and is estimated to contain twelve thousand feet of pine timber to the acre, and is excellent land for farming purposes. This tract is offered at two dollars and twenty-five cents per acre, amounting to $6,750.

7th. A tract of land situate in Jefferson county, on the waters of Sandy Lick creek and Big Mohaning. This tract contains 11,065 acres; has on it, by Col. Wilson's estimate, eight thousand feet of pine per acre, and is, a good proportion of it, fine bottom land. This tract is offered at one dollar and fifty cents per acre, amounting to $16,597 50.

RECAPITULATION.

1st.	96,306	acres at	$1 50	$144,459
2d.	19,800		1 40	27,720
3d.	35,200		1 75	61,600
4th.	10,000		1 50	15,000
5th.	40,000		1 12½	45,000
6th.	3,000		2 25	6,750
7tn.	11,065		1 50	16,597 50
	215,371	acres,		$317,126 50

Annexed is a general statement from the pen of Col. John Wilson, of the character of the lands, and of the country generally, in the westerly part of Pennsylvania, which, it is thought, is well worthy the attention of all who may become purchasers of the lands of Mr. Sartwell.

In proof of the value and quality of the tracts of land aforementioned, we annex the certificates of Col. John Wilson, of Deerfield, Mass., who has explored and examined most of the lands; of John I. Y. Thompson, Esq., deputy surveyor of Jefferson county; of Hiram Paine, Esq., deputy surveyor general of McKean county; of Colonel William T. Wilcox, resident of McKean county; of John and James Hervie, residents of McKean county, who have examined some of the lands; of James L. Gillis, Esq.; and of Solo. Sartwell, Jr., Esq., sheriff of the county of McKean. Abundant evidence of the character and veracity of all these gentlemen is in the possession of the sellers, which can be exhibited, if desired, but which it is deemed superfluous here to offer.

Lands warranted in the name of J. Parker.—Shaded pink.

Tracts No. 3973 & 3955, situated a little north of the village of Punxsutawney and on two branches of Elk Run, which falls into the Mahoning; Elk Run, at this place is not large enough for rafting, but has sufficient water to carry a saw-mill six months in a year. The white pine timber on both those tracts is of very fair quality, and will certainly give 10 M. feet to the acre on both tracts. The soil is good for farming purposes. The timber besides pine is beech, sugar maple, hemlock, black and white oak, some walnut, white ash, and chestnut interspersed.

The nine tracts situated on the Sandy Lick and Mill creek comprise a valuable body of land, and have a number of excellent mill sites. These tracts are well timbered with pine, much of it of good quality, but some of it is small, and will give but little clear stuff. There is a good proportion of good bottom land on the streams; some parts of the uplands are rough and stony, but generally of good quality. This body will average 8 M. feet to the acre, of pine.

JOHN WILSON.

Deerfield, Mass. October, 1835.

Lands warranted in the names of Dr. William Cathcart and Henry Geddes. Shaded yellow; 5 tracts, No. 5735, 3874, 3870, 3566, and No. ——. These tracts are situated on the Mahoning creek and its waters. These lands are of fair quality for farming. The pine timber will average 5 M. to the acre. There is also some cherry and white wood. Prevailing timber, beech, sugar maple, hemlock, and some oak and chestnut.

Tracts No. 3860, 3851, and 3808, are situated on the Sandy Lick creek. These tracts are finely situated for lumbering, the creek passing through them, as shown by plan No. 1. These lands have fine bottoms on the stream, with good uplands back, and will average 5 M. feet, or more, of merchantable pine to the acre. Bituminous coal of superior quality is dug in the bed of the Sandy Lick, near these lands. The stream affords good mill privileges, and logs are floated down from above these lands.

JOHN WILSON.

October, 1835.

Holland lands.—Shaded deep green. The Holland lands are warranted in the names of W. Willink, and Leroy & Co. They are shaded deep green on the plan No. 1.

Tracts No. 2967, 2970, situated on the Sandy Lick creek, are of an excellent soil of land, a considerable proportion of which is good bottom land—the creek passing through both tracts. The pine timber on these tracts is of fair quality, and will produce 4 M. feet to the acre. Average distance to haul to the creek, 100 rods.

The 10 tracts situated on the Mahoning; the land is in general of an ordinary quality. The pine timber is of rather a small size, and ordinary quality, giving but a small proportion of clear stuff. They will average 5 or 6 M. to the acre of pine, besides some cherry, white wood, cucumber and white ash.

JOHN WILSON.

Deerfield, October, 1835.

The Kersey lands, so called, warranted in the names of James Wilson and William Wallace, are situated on the Big Toby and Little Toby creeks, and their tributaries, which streams make up the Clarion river.

I have personally examined all the tracts of these lands, situated immediately on the Little Toby and Brandy Camp creeks, comprising a body of about twenty thousand acres. These tracts, which I have particularly examined, I have no doubt will average twelve thousand feet of good white pine to the acre; in addition to this, there are considerable quantities of black cherry, white wood, cucumber, and white ash, all of which are valuable for lumber. The greatest quantity of timber on these lands are beech and sugar maple; there are also scattered through the forest considerable chestnut, walnut, butternut, black and white oak, hemlock, all of which grow to a very large size. Bituminous coal is found in great abundance and of ex-

cellent quality. Limestone is also found in several places, and at one quarry has been burned. Iron ore is said to be abundant here, of superior quality, some of which was shown me, but I cannot judge of its quality. There are several salt licks on these lands, which it is believed would, by boring, yield a sufficient supply of salt for this section of the country. After having examined the lands above mentioned, I proceeded to take a general view of the Kersey lands, as shown on plan No. 2, and enclosed by the pink line, making, in the whole, about 100,000 acres. This I did by passing over it in different directions. The examination which I last made fully confirmed me in the good opinion I had formed of these lands from the examination I had made of particular tracts; and although I cannot say that the quantity of pine timber is as great on the whole body as on those tracts which I did examine, yet I do believe the whole will average 5 M. feet to the acre, of good pine, with the addition of large quantities of black cherry, white wood, cucumber, and white ash.

The soil, so far as I have seen, is generally good, and a large proportion of it very good farming land, having broad tracts of bottom land on the streams, and rising gradually back into a diversified, rolling country, of a rich soil, well adapted to wheat and other kinds of grain, as well as grass and pasturage. The fruits of New England grow in great perfection. A grey sandstone is found in beds sufficient for use, but not scattered over the ground generally. All parts of these lands are well watered with pure springs and rivulets, while the larger streams afford water power to almost any extent, and give good facilities for rafting lumber to market, either at Pittsburg or Cincinnati.

JOHN WILSON.

Deerfield, October, 1835.

The following description of the Kersey land is copied from the Field Book of John I. Y. Thompson, Esq., Deputy Surveyor for the county of Jefferson, Pa., viz:—

"Wilson and Wallace lands."

"The tract of land warranted in the name of James Wilson, and Samuel Wallace, containing about 100,000 acres, is situate on the waters of Sandy Lick creek, a branch of Red Bank; also on the Sinnemahoning, a branch of the Susquehanna river; also on Little Toby creek, a branch of the Clarion river; also on Elk creek, and the east branch of the Clarion river. As regards quality of timber and soil, it stands unrivalled, as a body of land, in the counties of Jefferson and Clearfield. In speaking of the quality of the soil, I must not be understood to say that it is all good; some part is very rough; but take it as a body of land, it is very fine; much of it is fine sugar and beech land, with a black, rich, deep soil, finely watered with springs of the best water in the country. The timber is white pine, white wood, cucumber, black cherry of the best kind, sugar maple, beech,

and hemlock. There is a large quantity of white pine of the best quality. It is the best tract of pine land in the counties of Jefferson and Clearfield; as regards quality, it will average at least one-third clear stuff. I think the whole tract together will average 10,000 feet of boards to the acre. There is also plenty of bituminous stone coal in all places over the tract; also I know of a number of limestone quarries, and I have no doubt it is plenty all over the tract. I have made a map or draft of the above described tracts of land, from the original in my office, which was made by the deputy surveyor, who executed the warrants and made the surveys, and I think it is very correct. There are several leading roads running through this tract; a turnpike from Milesburg to Smithport, a county road from Brookville to Ridgway, (also a State road from Indiana to Ceres in McKean county, but not opened yet,) also a county road from Horton's to the Sinnemahoning at Werner's Mills.

A true copy made by me.

Attest: JOHN WILSON.

A list of land belonging to Benjamin Jones and Andrew M. Jones, situate in the county of Jefferson, Pennsylvania, viz:

Warrant No.	Acres.	Warrant No.	Acres.
3251	990	3243	990
3232	990	3242	990
3231	990	3237	990
3685	990	3229	990
3253	990	3223	990
3228	990	3227	990
3220	990	3044	990
3230	900	3111	990
3233	990	3114	990
3143	990	3140	990

We, the subscribers, having examined the above tracts of land, do certify that they are good arables lands, and generally free from stone, and they are generally first rate farming lands, and well adapted to the raising of wheat, rye, corn and other kinds of grain. They are timbered first rate; soft white pine, cherry, white wood, sugar maple, beach, and some hemlock about the streams; and will average, in our opinion, the following amount of timber per acre, when manufactured, viz:—of white pine, of trees that will average three feet in diameter at the stump, and one third clear stuff, five thousand feet per acre; of first rate cherry, clear from gum spots and other defects, and large trees, two thousand feet per acre; of white wood, one thousand feet per acre.

Witness our hands and seals, the 17th day of October, A. D. 1835.

WM. P. WILCOX,
JOHN HUIE,
JAMES HUIE,
F. O. UPDIKE.

I hereby certify, that I am personally acquainted with the above named gentlemen, and believe them to be men of truth and veracity.

October, 1835. JOEL BISHOP,
Associate Judge of McKean Co.

I hereby certify that I am personally acquainted with some of the above named gentlemen, and believe them to be gentlemen of truth and veracity.

October, 1835. JAS. OTTO,
Associate Judge of McKean Co.

[Hiram Payne's certificate inadvertently omitted in its proper place. See after certificate of John Wilson.]

I certify, that I have personally examined a considerable part of the land made up of the several warrant numbers contained in the foregoing schedule, belonging to Messrs. Benj. and Andrew M. Jones, which land is enclosed within the pink line on plan No. 3, accompanying this; so far as I examined these lands, I found them generally of an excellent quality, a little undulating, and well adapted to the growth of wheat and all other grains, together with grass. It is finely watered with living springs and streams of the softest and purest kind. The west branch of Toby Creek passes through these lands, and furnishes sufficient water for rafting down in freshets, and for mills at all seasons of the year; there is considerable rich bottom land on this stream and its branches. The pine timber on these lands is of large size and excellent quality, and so far as I was able to judge, not over-rated in the certificates of Col. Wm. P. Wilcox and others. I also saw much black cherry of large size and good quality; white wood, cucumber and bass wood, together with black and white oak, chestnut, white ash, walnut and butternut, all of large size, are sprinkled through the forest, and occasionally steep stony hemlock ridges are found near the streams. Iron ore and stone coal are said to be here in abundance.

JOHN WILSON.

Deerfield, October, 1835.

I certify, that I have been on some of the land identified by the above warrant numbers, and from personal examination and information derived from undoubted sources, I am of the opinion that the above description of the land is correct. I am intimately acquainted with Col. Wm. P. Wilcox, who signed the above certificate; he is a gentleman of the first respectability and of tried integrity and veracity, and I believe he is universally esteemed as such by all who know him.

HIRAM PAYNE,
Deputy Att'y Gen. of McKean and Potter Co., Penn.

Smithport, Oct. 20, 1835.

248.

A list of land belonging to the heirs of William Bingham, deceased, situate in McKean county, Pennsylvania.

Warrant, No.		Acres.	Warrant, No.		Acres.
4335	-	1100	3306	-	1100
4334	-	"	3313	-	"
3427	-	"	3319	-	"
4008	-	"	3655	-	"
4336	-	"	3309	-	"
4009	-	"	3310	-	"
3489	-	"	3320	-	"
3490	-	"	3332	-	"
3907	-	"	2287	-	"
3906	-	"	3905	-	"
3498	-	"	3321	-	"
3497	-	"	3329	-	"
3350	-	"	3286	-	"
3316	-	"	2285	-	"
3317	-	"	2233	-	"
3337	-	"	2283	-	"

I do hereby certify, that from personal examination, I am fully satisfied that the territory of land embracing the above warrant numbers will average five thousand feet of good white pine timber per acre. There are also in many places considerable quantities of cherry, cucumber, and white poplar, of good quality. For farming, the land is equal, if not superior, to any in the county.

HIRAM PAYNE,
Deputy Surveyor of McKean County, Pa.

Smithport, October 20, 1835.

The tracts of land shown above, by their warrant numbers, are situated on the Tunanguant creek, and adjoining the State of New York, (see plan No. 4.) I certify that I have carefully examined all the lands of this body, situated on the east side of the Tunanguant creek, and partially those on the west side of the same. That so far as I have examined, I have found them very superior, both for timber and soil; of that part on the west side, which I did not personally explore, I made particular enquiries of several persons on whom I could rely, all of whom agreed that it was equal, in every respect, to that part which I had seen, and that there was more cherry timber up the west branch, and high up Shepherd's run, than on the east side. The bottom lands on this creek are from one-half to three-fourths of a mile wide, and of a rich deep soil, and the uplands are equal to any I have seen for cultivation or pasturing. The principal growth of timber, besides white pine, is beech and maple sugar. The Tunanguant creek is sufficiently large for rafting at all seasons, as high up as the junction of the *est* and west branches, and in time of freshets, for a considerable distance up each branch. Iron ore and bituminous

coal are in great abundance. The certificate of Mr. Payne, who accompanied me in the examination, I am satisfied is quite within the the truth as to the quantity of pine timber, if that part, which I did not see, is equal to that which I did examine, and this I have no reason to doubt.

The centre of this tract is about ten miles from the mouth of the Tunanguant, where it falls into the Allegany, opposite the contemplated railroad from New York.

On the whole, this is a very valuable body of land for farming purposes, and for the quantity and quality of pine and other kinds of timber, from its location; and from the iron and coal it contains.

JOHN WILSON.

Deerfield, October, 1835.

To all persons whom it may concern:

Know ye that I, Jacob Spangler, surveyor general of the commonwealth of Pennsylvania, reposing special confidence in the skill, abilities, and integrity of John J. Y. Thompson, Esq., have constituted and appointed, and by these presents do constitute and appoint him, the said John J. Y. Thompson, Esq., deputy surveyor, in and for the district composed of the county of Jefferson, with full powers to execute all warrants and orders of survey that shall be by me to him directed, and the surveys so made, in pursuance of such warrants or orders from time to time, to return into my office with all convenient speed.

Given under my hand and seal of office, at Harrisburgh, this eighteenth day of February, in the year of our Lord one thousand eight hundred thirty-three.

JACOB SPANGLER, *S. G.*

JEFFERSON COUNTY, *ss:*

I, Thomas Hastings, recorder in and for the county of Jefferson, do hereby certify the foregoing commission to be a true exemplification of my record. In testimony whereof, I have hereunto set my hand, and affixed the seal of my office at Brookville, this 26th day of September, A. D. 1835.

THOMAS HASTINGS, *Recorder.*

STATE OF PENNSYLVANIA,
McKean County, ss:

I do hereby certify that Hiram Payne, Esq., has been duly commissioned deputy surveyor of the commonwealth of Pennsylvania, for the county of McKean; that he now acts in such capacity, and that full faith and credit are given to his officiate acts as deputy surveyor, aforesaid.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the recorder of said county of McKean, this seventeenth day of October, anno Domini, 1835.

L. R. HAWKINS,
Deputy Recorder, &c.

To all whom it may concern:

The undersigned do hereby bear testimony, that Hiram Payne, Esq., deputy surveyor of the State of Pennsylvania, for the county of McKean, is a gentleman of integrity and ability, well qualified to act in that capacity, and that he gives general satisfaction in the performance of his official duties.

L. R. HAWKINS,
JOHN E. NILES, *J.P.*,
ABNER LULL, *J. P.*,
JOS. CUE,
Associate Judge, in and for McKean County.

Smithport, Pa., October 17th, 1835.

General view of the country, situated west of the Allegany mountains, on the head waters of the Allegany and Susquehannah rivers, comprising the counties of McKean and Jefferson, together with the westerly part of Clearfield county—all in the State of Pennsylvania.

In the early part of September last, I went into this section of country for the purpose of exploring it, having particular regard to white pine timber; at the same time not to pass over other advantages this country might possess unnoticed.

In regard to pine timber, I found immense quantities on these lands. I do not mean that they are all covered with pine; there is almost every kind of timber in these lofty forests that I have ever seen in New England, and some kinds that are not found there. The forest trees here are of a much larger size than those in the eastern States. White pine timber is generally found in the largest quantities near the streams, sometimes sprinkled among other kinds of timber, and sometimes clothing the neighboring ridges, and side hills in thick forests alone. That which is mixed with hard wood is always the largest and best. That which grows thick is not generally so clear and soft. In addition to the pine timber, there are other kinds, of equal, and even of greater value for lumber, such as white wood, cucumber, white ash, and cherry, all of which are manufactured and sent to market. Black and white oak grows here of very large size, and I see no reason why they may not profitably be converted into staves or ship plank. The prevailing kinds of timber are beech and sugar maple. Hemlock is sometimes mixed with hard wood, and often grows in thick forest, on the northern declivity of hills.

Face of the country.—This is somewhat variegated; on the streams considerable tracts of level, fertile bottom lands are found; sometimes with only here and there a tree, with tall grass or weeds covering the surface; or perhaps majestic pines, with lofty shagbarks, butternuts, white oak, sugar maple, and cherry, are in heavy growth. Back from these meadows the country generally rises, with an easy slope, into moderately elevated uplands, presenting an undulating surface; sometimes a pretty steep hill, covered with grey sandstone of the country, shuts down upon the interval skirting the streams.

Soil and productions.—The interval lands are of a rich, deep, loamy soil, a little mixed with clay. These lands are well adapted to Indian corn, and all other kinds of grain raised on the rich alluvial lands on Connecticut river; whilst wheat is raised cheaper and with more certainty of crop. The uplands also are generally of a strong, rich soil, well adapted to the culture of wheat and other grains, as well as grass, to which it is very natural, and makes excellent pastures. All the fruits of New England grow here in great abundance and perfection, if cultivated. The lands are not generally stony, yet enough stone is found, of good quality, for building purposes, in patches all over the country.

Climate.—The climate is somewhat milder than in New England. Sleighing generally commences about the middle of January, and lasts for six or eight weeks. Cattle of the new settlers are sometimes kept through the winter without fodder, and hogs frequently take to the woods in autumn and there live on mast till spring, and then fetch home a numerous family to their owner.

Minerals.—Stone coal, of the bituminous kind, is found here in great abundance and of excellent quality. Rich beds of iron ore have been found, none of which have yet been worked. Limestone has also been discovered in many places, and at two or three quarries it has been burned. Salt licks are found in different places, and no doubt is entertained that, by boring, large quantities of salt might be made. These licks are frequented by deer and other animals.

Water.—Wherever I have been, this section is plentifully supplied with durable springs and streams, of the softest and purest water in the world. There are also many streams of sufficient size for water power, to almost any extent, as well as for rafting lumber to market.

The contemplated canal, from Philadelphia to Lake Erie, passes through this section of country; a considerable portion of which has already been made by the State, and no doubts are entertained that it will soon be completed, opening a direct communication through this country from Lake Erie to Philadelphia.

On the whole, this country holds out strong inducements to the emigrant or capitalist. It is perfectly free from any local disease, and as healthy as any part of New England. Ardent spirits are rarely kept at the stores or public houses, and never used in private families; but temperance and hospitality, among all classes of people, every where prevail. The lands are of an excellent quality, and produce commands a high cash market at home. The pine and other kinds of timber will for many years supply vast quantities of lumber for market; whilst the coal, the iron, the lime, and salt, will remain inexhaustible sources of wealth to after generations.

JOHN WILSON.

Deerfield, October, 1835.

We, the subscribers, being residents of McKean and Jefferson counties, Pennsylvania, do certify that we have a good knowledge of the lands above described, having traversed them in various di-

rections, and at various times, for the last ten years; and we have no hesitation in saying, that as a body of land, in fertility of soil, the amount of valuable pine and other timber, its iron ore, stone, coal, and limestone, it is not surpassed by any other tract of land in the United States. We have also examined the certificates of Col. John Wilson and others, and can vouch for their correctness. So far as relates to Col. John Wilson's, we think his estimate of the quantity of timber is too low. Some of the tracts, we fully believe, have at least double the quantity of timber he has represented.

Witness our hands, at Boston, November, 1835.

S. SARTWELL, Jr.,
Sheriff of McKean County, Pa.
JAMES L. GILLIS,
Treasurer of Jefferson County, Penn.

The inducements to purchase these lands are, in the first place, that they are very cheap. Lands of no better quality as to timber, and vastly inferior as farming lands, have been sold in the State of Maine at from five to ten dollars per acre. These lands, taken in the aggregate, are offered at less than one and a half dollars per acre. They are all situated on navigable waters, where the timber can be taken to good markets, and at very moderate expense. Boards are conveyed from Pittsburg to New Orleans at but little more expense than it costs to freight them from Bangor to Boston. As to markets for lumber from these lands, it is a notorious fact that the whole western country, from Pittsburg to New Orleans, is entirely dependent on them. There is no white pine in Ohio, in Kentucky, in Illinois, or in Indiana, or if any, but a very limited quantity. With the rapidly increasing settlement of the great west, can there be a doubt that for fifty years to come there will be a constantly increasing demand for white pine timber? There is none. At present the prices are such as to afford as good profits to the manufacturers and dealers in lumber as is obtained in the State of Maine; and in the course of the next ten years it is reasonable to expect that lumber will advance nearly or quite a hundred per cent. This is especially to be expected, as the white pine timber lands in the west are almost exclusively limited to the waters of the Allegany, and are of very limited extent. Within thirty miles of the northermost tract of these lands, other lands in the State of New York not superior are selling at as much as four dollars per acre; the seller retaining all the white pine timber, and they are no better situated as to markets than these. These lands have been selected by Mr. Sartwell, who has been a dealer in lands resident where they are situated about nine years. His object has been to secure the major part of the most valuable timber lands in that region. He knows that he has been successful. We state with the utmost confidence that the operation cannot be repeated; that there is not another so large a body of timber lands in that region, and, too, that lands of the same and of vastly inferior quality are held at more than double the price asked for these. It is reasonable to believe that

these very lands will command three or four times the present price within the credit on which it is proposed to sell them. The internal improvements resolved upon by the *by the* governments of the States of New York and Pennsylvania cannot fail of greatly enhancing their value. On the whole, no lands that have been offered in the northern section of our Union present so flattering an inducement to the man of enterprise, in all respects, as these.

UNITED STATES OF AMERICA, COMMONWEALTH OF MASSACHUSETTS,
Suffolk Co., City of Boston, ss:

I, Thomas A. Dexter, notary public, by legal authority admitted and sworn, and dwelling in Boston aforesaid, and a justice of the peace for the county of Suffolk, do hereby certify to all whom it may concern, that the annexed papers, writings marked A, B, and C, are true and exact copies of three several instruments which were produced to me by Mr. J. C. Andrews, and by him declared to be original instruments, executed by the persons whose names are subscribed thereto, the same having been carefully examined and compared by me with said originals, for the purpose of perpetuating the evidence of the same, in case said originals should be lost.

In testimony whereof, I have hereunto set my hand, and affixed my notarial seal, this fifteenth day of February, in the year of our Lord one thousand eight hundred and thirty-seven.

THOMAS A. DEXTER,
Public Notary and Justice of the Peace.

Notarial Copies.

A.

"Articles of agreement—Norris et al. & Griggs et al.

Articles of agreement made and entered into, the sixth day of October, A. D. one thousand eight hundred and thirty-six, between Joseph Parker Norris, Esq., for himself, as well as trustee in behalf of Henry Drinker, Sam. Emlen, George Fox, and George Roberts, and said Norris, and Jonathan Smith, as surviving executors of the last will of Samuel M. Fox, deceased, of the one part, and David R. Griggs, Julius A. Palmer and John W. Sullivan, of the city of Boston, and David Dudley and John Lemish, of Roxbury, Esqs., trustees of the United States Land Company, of the other part, witness:

That said parties of the first part, for the consideration hereinafter named, agree to sell to the parties of the second part, all the land remaining unsold and not contracted to be sold, on the first day of April last past, contained in the warrants enumerated herein, situated in McKean, Clearfield and Jefferson counties, in the State of Pennsylvania, that is to say:

Warrants 4229, 4230, 4231, 4340, 4341, 4090, 4395, 4401, 4080, 4403, 4400, 4404, 4076, 4406, 4077, 4078, 4079, 4103, 4097, 4393, 4096, 4095, 4373, 4111, 4372, 4110, 4243, 4081, 4402, 4109, 4394, 4238, 4434, 4371, 4342, 4094, 4116, 4088, 4106, 4452, 4241, 4395, 4107, 4451, 4469, 4453, 4369, 4405, 4408, 4247, 4470, 4343, 4249, 4255, 4225, 4234, 4246, 4086, 4102, 4236, 4248, 4112, 4245, 4370, 4389, 4115, 4376, 4087, 4104, 4391, 4244, 4377, 4226, 4450, 4242, 4375, 4399, 4299, 4082, 4235, 4128, 4344, 4114, 4118, 4392, 4374, 4398, 4088, 4084, 4397, 4407, 4101, 4089, 4105, 4100, 4098, 4083, 4396, 4093, 4092, 4091, 1534, 1535.

And to execute a deed of conveyance, in fee simple, for the same, with unexceptionable title, to such person or persons as the said parties of the second part may name, whenever the purchase money is paid, in the manner following, viz:

And the parties of the second part agree to pay the taxes on said lands from the first day of January, A. D. eighteen hundred thirty-six, and to pay for the said lands in the manner following, that is to say, twenty-eight thousand dollars in cash on the execution of this agreement, or in what shall be considered and received as such, and the residue in one, two, or three years from the day of the date hereof, in equal payments, the whole bearing interest from the first day of March last past.

The sum to be paid to the said parties of the first part being one dollar and twelve and a half cents per acre, of which twenty-five cents per acre belong to Asa Sartwell, and are to be received by the said parties of the first part for him, being the result of an arrangement between said Sartwell and the parties of the second part.

And it is farther agreed that the parties of the second part shall be at liberty at any time to pay in advance any part of an instalment—any sum of money not less than ten thousand dollars, upon which interest shall thereupon cease.

It is also agreed that in regard to any parts of the land herein contracted for, which have been actually sold and paid for, or contracted to be sold prior to April the first last past, a deduction or abatement shall be made from the purchase money accordingly, and that compliance with the same by the parties of the first part shall not be considered as interfering with this agreement.

If at any time the parties of the second part should desire to have a conveyance made of any part of said lands not less than five thousand acres, the parties of the first part will execute such conveyance on receiving the amount for which such portion may be sold by the parties of the second part, provided the same be not less than at the rate of two dollars an acre, and credit shall be given thereupon to the parties of the second part on the instalment or instalments at such time becoming due.

It is farther understood that the number of acres intended to be contracted to be sold by this agreement is not yet ascertained.

In witness whereof, the parties have hereto set their hands and seals the day and year first written above.

(Signed) DAVID R. GRIGGS, [SEAL.]
JULIUS A. PALMER, [SEAL.]
JOHN W. SULLIVAN, [SEAL.]
DAVID DUDLEY, [SEAL.]
JOHN LEMIST, [SEAL.]
JON. SMITH, [SEAL.]
JOS. P. NORRIS, [SEAL.]
JOS. P. NORRIS, *Trustee*, [SEAL.]
JOS. P. NORRIS, *exec. of* SAM. B. FOX, [SEAL.]

Sealed and delivered in presence of

By DAVID R. GRIGGS, JON. SMITH and JOS. P. NORRIS.
(Signed) JOS. P. NORRIS, Jun.
WENDELL PHILLIPS.

Witness to Julius A. Palmer and John W. Sullivan.
(Signed) ISAAC C. ANDREWS.

Witness to signature of D. Dudley.
(Signed) ISAAC C. ANDREWS.

Witness to signature of John Lemist.
(Signed) ISAAC C. ANDREWS.

"Received, October 6, 1836, from the parties of the second part, of the within agreement, twenty-eight thousand dollars in manner following: Griggs & Weld's note at four months for $20,000, secured by a transfer of 200 shares of stock of the Market Bank of Boston, as collateral security, which, when paid, I will consider as twenty thousand dollars of the above; and eight thousand dollars acknowledged to have been received by Asa Sartwell."

(Signed) JOS. P. NORRIS.
Witness: J. P. NORRIS, Jun.
WENDELL PHILLIPS.

B.

"Whereas the trustees of the estate of William Bingham, deceased, lately contracted to sell to David R. Griggs and Aaron D. Weld certain tracts of land in the county of McKean, and State of Pennsylvania, and the said trustees now hold certain articles of agreement bearing date the first day of September, one thousand eight hundred and thirty-six, whereby the said David R. Griggs and Aaron D. Weld agree to pay certain sums of money to the said trustees; and whereas Asa Sartwell is entitled to a certain part and proportion of the funds so payable to the said trustees, as by the said articles of agreement more fully and at large appears.

And whereas, also, the said Asa Sartwell stands indebted unto Shadrach Robinson and Avery Plumer, (Boston,) Esquires, in the sum of four thousand three hundred and seventy-five dollars, and is desirous of appropriating so much as may be necessary of his said interest in the funds aforesaid, to the said Shadrach Robinson and Avery Plumer, for the purpose of liquidating the debt aforesaid. Now these presents witness that the said Asa Sartwell, in consideration of the premises and the sum of one dollar to him in hand paid by the said Shadrach Robinson and Avery Plumer, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, assigned, bargained and sold, transferred and set over, and hereby doth grant, assign, bargain and sell, transfer and set over unto the said Shadrach Robinson and Avery Plumer, so much of the part or interest of the said Asa Sartwell, of and in the funds aforesaid, payable to the trustees of the estate of William Bingham, deceased, under and by virtue of said articles of agreement, as will pay and satisfy to them, the said Shadrach Robinson and Avery Plumer, the said sum of four thousand three hundred and seventy-five dollars; to have and to hold the said part or interest of the said Asa Sartwell, hereby transferred and assigned to them the said Shadrach Robinson and Avery Plumer, their executors, administrators and assigns forever. And the said Asa Sartwell, for himself, his executors and administrators, doth hereby authorise the said trustees to pay the said sum of money to the said Shadrach Robinson and Avery Plumer, out of the funds aforesaid, and he doth hereby constitute and appoint the said Shadrach Robinson and Avery Plumer, jointly and severally, his attorneys and attorney, to ask and receive from the said trustees the said sum of four thousand three hundred and seventy-five dollars, and on receipt of the same or any part thereof, acquittances, receipts and other needful discharges in the law, to give, and all and every other act and acts needful and necessary to be done in the premises, to do, execute and perform as fully as the said Asa Sartwell himself could do if these presents had not been executed.

In witness whereof, he hath hereto set his hand and seal, the sixth day of October, one thousand eight hundred and thirty-six.

(Signed) ASA SARTWELL, [SEAL.]

Signed, sealed and delivered in presence of us.

(Signed) J. R. INGERSOLL.

It is understood, as a part of the foregoing transfer, that the payments are to be made to the grantees therein named in proportion to the receipts by the trustees of William Bingham's estate, and not in preference, except to that extent of Asa Sartwell, that is to say: the grantees are to receive such proportion from time to time of the whole sum of $4,375 as the trustees receive of the whole sum, payable to Asa Sartwell, and also that no interest is payable until

after the expiration of two years, from the first day of September last.

(Signed) ASA SARTWELL,
JOS. ADAMS, for
S. ROBINSON & A. PLUMER.

Dated October 6, 1836.

C.

Articles of agreement made and entered into on the first day of September, one thousand eight hundred and thirty-six, between Joseph R. Ingersoll and William Miller, two of the trustees of the estate of William Bingham, of the one part, and David R. Griggs and Aaron D. Weld, of the city of Boston, of the other part, witness that the said parties of the first part, for the consideration hereinafter named, agreed to sell to the parties of the second part all the land remaining unsold, contained in the warrants enumerated herein, situate in the county of McKean and State of Penn., that is to say:

Warranted in the western range, 3414, 3416, 3420, 3421, 3422, 3423, 3424, 3909.

Warrants, 2 range from west, 3437, 3904, 3430, 3439, 3428, 3426, 3425, 3908.

Warrants, 3rd range from west, 2276, 2277, 2286, 2287, 3309, 3306, 3350, 3907.

Warrants, 4th range from west, 2275, 2278, 2285, 3905, 3310, 3313, 3316, 3906, 4009.

Warrants, 5th range from west, 2274, 2279, 2284, 3321, 3320 3319, 3317, 3498, 3427.

Warrants, 6th range from west, 4008, 3496, 3497, 3337, 3335, 3332, 3229, 2283.

And to execute a deed of conveyance in fee simple for the same, with unexceptionable title, to such person or persons as the said parties of the second part may name whenever the purchase money is paid in the manner hereinafter mentioned.

And the said parties of the second part agree to pay the taxes on the said lands, from the day of the date hereof, and to pay for the said lands in the manner following, that is to say: twenty thousand dollars in cash on the execution of this agreement, or in what shall be considered and received as such, and the residue in one, two, and three years from the day of the date hereof in equal payments, the whole bearing interest from the day of the date hereof. The same to be paid to said parties of the first part, being eighty two thousand five hundred dollars, of which, twenty seven thousand five hundred dollars, with interest on the instalments unpain for two years, belong to Asa Sartwell, and are to be received by the said parties of the first part for him, and the residue, or fifty-five thousand dollars with interest on the instalments unpaid after two years, belong to the estate of William Bingham, and are to be received by the parties of the first part as trustees, the sale being made by the said parties of the first

part for the sum of fifty-five thousand dollars, and the balance being the result of an agreement between the said Asa Sartwell and the parties of the second part.

And it is farther agreed, that the parties of the second part shall be at liberty at any time to pay in advance any part of an instalment growing due, any sum of money not less than ten thousand dollars, upon which interest shall thereupon cease.

It is also agreed, that if any parts of the lands herein contracted for have been actually sold and paid for, a deduction or abatement shall be made from the purchase money accordingly; and that if any contracts have been made for sale of any part thereof, that the parties of the second part shall have the benefit thereof, so far as to receive the money to be paid thereon; and the same shall be complied with by the parties of the first part without interfering with this agreement.

If at any time the parties of the second part shall desire to have a conveyance made for any portion of the said lands, not less than a single warrant, the parties of the first part will execute such conveyance on receiving the amount for which such portion may be sold by the parties of the second part, provided the same be not less than at the rate of two dollars an acre; and credit shall thereupon be given to the parties of the second part on the instalments or instalment at such time becoming due.

In witness whereof, the said parties have hereto set their hands and seals the day and year first above written.

(Signed) J. R. INGERSOLL, [SEAL.]
WM. MILLER, [SEAL.]
DAVID R. GRIGGS, [SEAL.]
AARON D. WELD, [SEAL.]

Sealed and delivered in presence of us, by
DAVID R. GRIGGS,
J. R. INGERSOLL,
W. MILLER,
(Signed) LORING MILLER,
ALEXANDER TRUDEAUX.

Witness to signature of Aaron D. Weld.
(Signed) ISAAC C. ANDREWS.

CITY OF PHILADELPHIA, *ss:*

The first day of October, A. D. 1836, before me, the subscriber, one of the aldermen of the city of Philadelphia, came the above-named Joseph R. Ingersoll and William Miller, and in due form of law acknowledged the above and foregoing articles of agreement to be their and each of their act and deed.

Witness my hand and seal the day and year above mentioned.
(Signed) WM. MILLER, *Ald'n.*

I acknowledge to have received seven thousand dollars of the twenty-seven thousand five hundred dollars payable to me by the within agreement, Sep'r 1, 1836. Duplicate receipt.

(Signed) ASA SARTWELL.

The warrants enumerated in the foregoing instrument are computed to contain eleven hundred acres each.

(Signed) J. R. INGERSOLL.

The cash payment provided for (of 20,000,) or its equivalent, has been received, and the three annual instalments alone remained to be paid.

(Signed) J. R. INGERSOLL,
for WILLIAM MILLER and self.

Know all men by these presents, that we, the within-named D. R. Griggs and A. D. Weld, in consideration of one dollar to us paid by D. R. Griggs, Julius A. Palmer, John W. Sullivan, of said Boston, and David Dudley, and John Lemist, of Roxbury, trustees of the United States Land Company, the receipt whereof is hereby acknowledged, do hereby grant, assign, and set over to said trustees, their executors, administrators, successors, and assigns, all our right, interest, and estate in and to the within contract, and all therein contained; and we authorise them, in our name, to demand, sue for, hold, and enjoy, the same forever.

Witness our hands and seals this fifth day of December, in the year eighteen hundred thirty-six.

(Signed) DAVID R. GRIGGS, [SEAL.]
AARON D. WELD, [SEAL.]

Executed and delivered in presence of
(Signed) GEO. WM. PHILLIPS,
ISAAC C. ANDREWS.

" Dec'r 3, A. D. 1836.

SUFFOLK, *ss:*

Then personally appeared the above-named David R. Griggs and Aaron D. Weld, known to me personally to be the identical persons whose signatures are subscribed as above, and severally acknowledged the above instrument to be their free act and deed before me.

(Signed) GEORGE WM. PHILLIPS,
Justice of the Peace."

COMMONWEALTH OF MASSACHUSETTS.

By His Excellency Edward Everett, Governor and Commander-in-chief in and over said Commonwealth: To all whom it may concern,

Know ye, that George W. Phillips is a justice of the peace for the

county of Suffolk, in the said Commonwealth, duly constituted and commissioned, and that to his acts and attestations such full faith and credit are and ought to be given in and out of court; that the within attestation is in due form, and by the proper officer, and that the name subscribed thereto is his identical and proper signature.

(Signed) EDWARD EVERETT, [SEAL.]

In testimony whereof, I have caused the public seal of the Commonwealth to be hereunto affixed, this fifth day of December, A. D. 1836, and in the sixty-first year of the independence of the United States of America.

By His Excellency the Governor:

(Signed) JOHN P. BIGELOW,
Secretary of the Commonwealth.

UNITED STATES, *Western District of Pennsylvania:* [L. S.]

The President of the United States to Asa Sartwell, a citizen and resident of Pennsylvania.

For certain causes offered before the circuit court of the United States in and for the western district of Pennsylvania in the third circuit, we command and strictly enjoin you, the said Asa Sartwell, that laying all other matters aside, and notwithstanding any excuse, you personally be and appear before the judges of the said court at a session of the same court, to be holden at Pittsburgh on the third Monday of November next, to answer concerning those things which shall then and there be objected against you, and to do further and receive what the said court shall have considered in this behalf. And have you then there this writ. And this you are in no wise to omit under the penalty of four hundred dollars.

Witness the honorable Roger B. Taney, chief justice of the United States, at Pittsburgh, this fifteenth day of May, A. D. 1837, and in the sixty-first year of the Independance of the said United States.

E. J. ROBERTS, *Clerk.*

(Endorsed.)

I have served the within writ, by making to the defendant the contents of the same known, and delivering to him a true copy, September 4th, 1837.

JAMES KITCHEN, *D. M.*
JNO. M. DAVIS, *Marshal.*

In the circuit court of the United States for the western district of Pennsylvania, in the third circuit.

No. 4. Of November Sessions, 1837.

H. & R. WILLIAMS
vs.
SARTWELL.
} In Equity.

And now, to wit, May 22d, 1838, rule on the part of the defendant that plaintiffs enter security for costs.

(Copy) from the record.

E. J. ROBERTS, *Clerk.* [SEAL.]

Served on me, May 22d, 1838.

J. S. CRAFT,
Plaintiffs' Att'y.

(Endorsed.)

No. 4. Of November Sess. 1837.

H. & R. WILLIAMS
vs.
ASA SARTWELL.

May 22d, 1838. Served by copy on Mr. Craft. $2 50.

S. SALISBURY, *Marshal.*

To the Honorable Thomas Irwin, judge of the court of the United States, in and for the western district of Pennsylvania. The answer of Asa Sartwell, defendant, to the bill of complaint of Henry Williams and Robert Williams, complainants.

This defendant, now and at all times hereafter saving and reserving to himself all benefit of exception which can or may be had or taken to the many errors, uncertainties, or imperfections, in the complainant's said bill of complaint contained, for answer thereto, or unto so much and such parts thereof as this defendant is advised is or are material or necessary for him to make answer unto, answering, saith:

That true it is that an agreement in writing was entered into between the complainants and this respondent, bearing date the eighth day of August, one thousand eight hundred and thirty-five, at or about the time of its date, in such words, and to such purport and effect as in the said complainants' bill is set forth; but the defendant does not admit that the arrangement so made between the complainants and himself was brought about in the manner set forth by them in their said bill of complaint. The proposal for a connexion

came from the complainants, and, by way of inducement to the enterprize, they set forth their facilities for the sale of such lands as the respondent could obtain a refusal of from the proprietors of them; they represented themselves to have great experience in selling lands, and that if any persons could effect sales, they, or one of them, *could.* That Henry Williams, one of the said complainants, was well acquainted in New York, and would proceed to that place for the purpose of effecting sales if he should not succeed in Boston. They assured the respondent that refusals for three months would be sufficient, and that they would effect sales in less than that time. Upon these representations and promises being made to the respondent, and in full reliance upon them, he entered into the arrangement, and executed the agreement stated and set forth in the complainants' bill. It was distinctly understood between the complainants and the respondent that the connexion between them, which looked to specific objects, should be limited also in its duration, if sales should not in a short time be made. The respondent was immediately to obtain or endeavour to obtain refusals of land, and communicate his proceedings, and the success of them to the complainants. And the complainants were to make immediate efforts to effect sales, and if unsuccessful in such efforts the whole of the joint enterprize was to be abandoned.

The respondent accordingly, on the day succeeding the date of the agreement, namely, the ninth of August, one thousand eight hundred and thirty-five, left Boston for Pennsylvania, for the express purpose of obtaining refusals of land agreeably to the said arrangement and contract. He set himself promptly and actively to work to effect the objects contemplated, and as early as the fourteenth of August, one thousand eight hundred and thirty-five, he actually obtained from the trustees of the estate of William Bingham, deceased, a refusal of a large quantity of lands in McKean county, Pennsylvania, amounting to about fifty-five thousand acres, for a term of time sufficient to examine them, and to make sale of the same, namely, for the term of three months—that is to say, until the fourteenth day of November next ensuing the day of the arrangement.

The respondent, as soon as the said refusal was bargained for and obtained as aforesaid, advised the complainants minutely of his doings therein. The respondent then proceeded to Jefferson county, in the State of Pennsylvania, and bargained for and obtained from Charles C. Gaskill, as agent of Joseph P. Norris and others, the refusal of other large quantities of lands, for three months—the lands being situated in Jefferson, Clearfield, and McKean counties, in the State of Pennsylvania—and the respondent, without delay, advised the complainants of his doings in relation thereto.

The complainants thereupon proceeded and employed a person to proceed to the lands, and the respondent and the said person so employed by the complainants (John Wilson) made, in company, an examination, estimate, and location of such and so many of the said parcels of land as was thought advisable by the said John Wilson and the said respondent.

The respondent and the said John Wilson having completed the examination, estimate, and location aforesaid, set out for Boston, and on their arrival in Philadelphia the respondent obtained from the trustees of the estate of William Bingham an extension of the time for refusal which he had previously bargained for and obtained as aforesaid, and thereby extended the said time to the fourteenth day of December, one thousand eight hundred and thirty-five. Having completed his arrangement, the respondent then proceeded with the said John Wilson to Boston, in pursuance of the said contract, and with the view that he and the complainants should decide upon and determine what lands it was expedient to purchase. The respondent communicated to the complainants, on his arrival at Boston, without any concealment of any matter or thing, openly and fairly, all that had taken place in relation to the said enterprize, and his doings therein, and all the information he possessed and had been able to procure, in order to aid the complainants in the sale of the said lands or any of them, or in any efforts or arrangements which they might make to that effect. A description of the lands, and the country in which they were situated, was written by the said John Wilson, with the assistance of the respondent, and a pamphlet was published by the complainants, in which the said description was contained.

Some time before the terms of refusal had expired, the complainants informed the respondent that they were not able to sell the lands. The respondent urged to the complainants that they had not used proper exertions to effect a sale—that Henry Williams ought to go to New York, where the respondent avers that he had previously to the making of the contract aforesaid agreed to go. And the respondent urged to him that New York was a better place to sell lands, and especially Pennsylvania lands, than Boston; that such lands were better known there, and that land speculators generally resorted to that place; he stated to him, moreover, that large sales had been made at New York of lands since the time when the respondent had obtained the refusals as aforesaid. In reply to these suggestions from the respondent, he, the said Henry Williams, stated that a strong prejudice had arisen in Boston against land speculation; that money was getting scarce, and that it was impossible to sell; that he had not made use of much exertion to sell the lands, for it was no use to do so under such a state of things. The said Henry Williams added, that if the respondent would procure an extension of the time of refusal to the month of June then following, he would go to New York and would use great exertions to effect sales, and would devote his time to the business; and faithfully to all appearance promised, that if the respondent would procure an extension to the beginning of June, he would sell the lands. Thus urged, and upon the faith of these promises, the respondent applied for and obtained a further extension of the time of refusal from the agent of Joseph P. Norris, to the first of June, and from the trustees of the estate of William Bingham, to the first day of July, one thousand eight hundred and thirty-six. The respondent, on obtaining his last extension of time, pro-

ceeded to Boston. On his way through New York he made enquiries in relation to purchasers, and made known the character and situation of the said lands by all the means in his power, and especially by distributing the pamphlets published as aforesaid by the complainants. The respondent having obtained the extension last mentioned, on the seventeenth day of May, from the trustees of the estate of William Bingham, hastened to Boston aforesaid, as speedily as the delay in New York required for his proceedings aforesaid there would permit, and arrived at Boston on the twenty-second day of May. The respondent immediately called on the said Henry Williams and enquired if he had sold the lands. He replied that he had not; that money was scarce, and people were opposed to land speculation, and did not like to buy. The respondent enquired of him if he had been to New York, and the said Henry Williams answered that he had not been there; and that it was not of any use to go there. The respondent said that it would be of use to go there; that the lands could be sold at New York; and that he had himself been applied to with an offer for them, and that a large sale had been made there a short time previously. The respondent used complaints against the complainants for not having used proper exertions to sell the lands; and said that a dissolution of the joint enterprise must take place in consequence of the omission and neglect on the part of the complainants. The said Henry Williams thereupon apologized for not having made greater exertions to effect sales, and gave as the reason for his not having gone to New York, that debts were due and unpaid there from the complainants, and he feared to be arrested if he should go. He however promised that if the respondent would procure another extension, he would go to New York and devote his time and efforts to the effecting of sales. He urged that he still knew that he could sell the lands, and declared with an oath that if the respondent would procure another extension he would effect a sale. The respondent thus importuned, and relying upon these renewed promises, agreed to make an attempt to procure a further extension of the time of refusal. The respondent at the same time gave to the complainants distinct and unequivocal notice, that it would be the last extension that he should apply for on the joint account of the complainants and himself; and that if the complainants should not make sales during the time that the respondent might obtain for one further extension, the agreement and association between the complainants and the respondent would peremptorily close; he, the respondent, would have nothing further to do with the complainants in the enterprise for the sale of lands, and all mutual concerns between them would absolutely cease. Such was the communication in substance made by the respondent to the complainants, and such he then believed and now firmly believes, and so avers, was the understanding on the one side and on the other. This conversation and mutual understanding took place about the , he, respondent, having remained in Boston until that time.

The respondent left Boston and proceeded to Philadelphia, and

there endeavored to procure a further extension of time from the trustees of the estate of William Bingham, but failed in the attempt. He then proceeded to Jefferson county, and with difficulty prevailed on Charles C. Gaskill to extend the time of refusal for the lands under his care, by a substituted agreement in place of the former one, until the fifteenth day of July, with the condition that the price of the lands should be increased by adding twelve and an half cents per acre to the former sum, agreed on for one of the tracts called the Kersey tract, and a small sum, which the respondent does not now distinctly recollect, per acre for the other tracts—and that interest should be paid on the whole, from the first of March, one thousand eight hundred and thirty-six. The respondent immediately communicated the circumstances, and the result of this negotiation to the complainants.

The respondent did not again visit Boston until on or about the first day of August of the last mentioned year. The term of extension last obtained had then expired. No subsisting arrangement with any land-holder remained. The movements of the respondent were totally prostrated. No sales had been effected by the complainants, and no refusals were in the power or command of the respondent.

The parties to the arrangement indicated by the agreement or contract of August the eighth, one thousand eight hundred and thirty-five, stood towards each other exactly as they had done before the formation of any joint contract, or the entry of any joint enterprize. Such situated, the respondent called on the complainants, and enquired of the said Henry Williams into the reasons of his omitting to effect sales. The said Henry Williams offered different suggestions by way of excuse. He stated that there was a prevailing scarcity of money; that people had now a great dislike of land speculation, and would not buy. He acknowledged that he had not made proper exertions to sell; that he had not left the vicinity of Boston for the purpose of making an effort. The respondent then observed to the complainants, that the refusals which he had obtained were absolutely expired, and that all connection between the complainants and himself in land business was closed, and at an end. Neither of the complainants denied that to be the truth. Although Henry Williams, one of the complainants, expressed some inclination to open a new negotiation, but did not insist upon that even; much less that the agreement already made was still in force. While Robert Williams, the other complainant, acknowledged that the failure to sell, on the part of the complainants, had been complete, and declared that he never had any confidence in the enterprize, and that it was one of Henry's wild speculations. The respondent did not entertain any doubt of the termination, from that moment, of all joint concerns between the complainant and himself. The operations contemplated by their aforesaid written agreement had totally failed, and the failure was owing, as the defendant firmly believes and now avers, altogether to the want of effort or inclination, or both, on the part of the complainants, and their own often expressed disbelief of their inability to effect sales. The defendant had again and again

obtained refusals, as he has set forth according to his agreement, but sales were not made, nor any services or active exertions used by the complainants to make them. The defendant submits, that neither himself nor the complainants were bound to any further connection; that the connection which they had formed, for particular objects, was not indissoluble; and that when the objects should be attained, or totally defeated, the agreement was at an end. That, in truth and in fact, nothing remained open between himself and the complainants. All refusals had expired, and in perfect good faith the respondent was under no engagement or arrangement with any person whatever, for the purchase or refusal of lands for himself alone, or for himself in connection with any other person or persons whatsoever. He believed himself to be, and in point of fact avers that he was free from all contracts, engagements, promises, pledges, or association with the complainants in the purchase and sale of lands or otherwise, and perfectly and justly at liberty to enter into new and other arrangements of like or of a different character with any person or persons, upon such terms and conditions, and for such objects and purposes as might be to him and them mutually profitable or agreeable; and the respondent, in making the last mentioned communications to the complainants, sincerely and in good faith, intended to communicate, and believes that he did fully, explicitly, and clearly communicate to the complainants his determination to these effects, and that such communication was by the complainants received, and understood to have the intent and purpose of a final separation and dissolution of their joint concerns and enterprizes; and he never, until a very considerable time afterwards, heard or understood that it was the subject of denial with the complainants that the connection was ended.

After the failure of all the plans jointly conceived and undertaken between the complainants and the respondent, and the dissolution of their association as aforesaid, the respondent began to make use of efforts to procure purchasers for the lands aforesaid, or to ascertain whether purchasers could be procured, with a view to apply for and obtain, if possible, the refusal of them from the owners. The respondent, in pursuance of this design, contracted with an agent to whom he applied for assistance in the business, for a commission to be paid to the said agent; especially with a view to a certain tract in Pennsylvania, called the Kersey tract, the property of Joseph P. Norris and others; and an arrangement being effected, the respondent entered into a written contract with Messrs. Robinson and Plumer, bearing date the fourth day of August, one thousand eight hundred and thirty-six. A copy of the said written contract is hereto annexed, marked exhibit A.

And the respondent prays that the same may be received as part of this his answer. The respondent also engaged the services of agents to assist in effecting sales of the other tracts of land herein before referred to, and invested the said agents with an interest in the sales that should be effected. He paid a heavy commission to the person who assisted in the negotiation for the conditional sale of the Kersey

tract. The respondent then, together with the person employed by him as aforesaid, proceeded to Pennsylvania with a view to procure refusals of lands on his own account, or on account of those recently associated with him, as aforesaid; but altogether independently of any connection whatever with the complainants. On arriving at Philadelphia he applied for, and obtained from the trustees of the estate of William Bingham, a right of purchase for the tract of lands in McKean county, Pennsylvania, aforesaid, with an opportunity to examine the lands; and an agreement to confirm the sale of them if the respondent should be able to effect one between that time and the first day of September then ensuing. The respondent also applied to Charles C. Gaskell, who happened to be then in Philadelphia, and prevailed upon him to confirm the conditional sale which had been made as aforsesaid, of the tract called the Kersey tract, aforesaid. The respondent associated with himself Shadrach Robinson and ——— Plumer, (who were the purchasers of the said Kersey tract,) and Joseph Adams, in the sale of the Bingham tract, on condition of their affording their aid in disposing of the same. After visiting the lands in McKean county, with his said associates, or some of them, the respondent, on the 24th day of August, one thousand eight hundred and thirty-six, concluded an arrangement with the agents of the United States Land Company, and a written agreement was made between the said agents and the respondent; a copy whereof is hereto annexed, which he prays may be received as part of this, his answer, as exhibit B.

The several agreements made by the respondent with the trustees of the estate of William Bingham and with the said Charles C. Gaskell, are shown by the exhibits hereto annexed, marked C, D, E, and F, so far as the same were reduced to writing, between himself and those persons. The sale of the Bingham tract was perfected on the first day of September, one thousand eight hundred and thirty-six, between the trustees of the estate of William Bingham and the agents of the United States Land Company aforesaid, the price per acre to the said Land Company being one dollar and fifty cents per acre, and the difference between that sum and one dollar per acre, which was the price agreed upon between the respondent and the trustees of the estate of William Bingham, belonging to the respondent and his associates, Robinson, Plumer and Adams, agreeably to the contracts made by him with them, as will appear by the exhibits G and K, which he prays may be received as part of this, his answer.

On the sixth day of October, one thousand eight hundred and thirty-six, the sale of the Kersey tract, aforesaid, was perfected by the owners to David R. Griggs, I. A. Palmer, T. W. Sullivan, D. Dudley, and John Lemist, at the rate of one dollar and twelve and a half cents an acre, and the difference between that sum and eighty-seven cents and a half per acre, which was the price agreed on between the respondent and the owners, belongs to the respondent, as will appear by exhibit I, hereto annexed, which he prays may be received as a part of this, his answer.

The respondent admits that, on or about the twenty-fourth day of May, one thousand eight hundred and thirty-six, an agreement was made, as stated in the complainants' bill, which agreement is endorsed on the first or original article, as recited in said bill.

The respondent has received, on account of the said transactions, the sums of money stated on the exhibit hereto annexed, marked K, and has paid the sums also stated therein; which exhibit he prays may be received as part of this, his answer.

The respondent wrote several letters to the complainants during the transactions aforesaid, which, not being in his own possession, he cannot compare with the alleged copies annexed to the complainants' bill, and he prays that the originals thereof may be produced; and on the production thereof, he refers to them as corroborative of the allegations which he has herein made.

The respondent does not admit, but expressly denies that the complainants made all usual, reasonable, and earnest exertions to effect sales, and prays that they may be put to the usual and sufficient proof thereof; nor does the respondent admit that the said partnership was duly carried on, and has continued, or doth or should continue, or that it has been fulfilled and conformed to on the part of the complainants, according to the stipulations and agreements set forth in the said agreement; but he expressly and positively denies the same, and refers to the particulars hereinbefore stated, in which the complainants have failed so to fulfil their said stipulations and agreements; and he denies that they continued to exert themselves to make sale of said lands, or that they did, at great expense and trouble, faithfully every thing incumbent on them by said agreement; and the respondent denies that he, at any time, acquiesced in the cause, or alleged cause of the failure on the part of the complainants to sell, although he admits, as he has before set forth at large, that the complainants urged certain reasons and excuses, besides their own negligence and omission properly to exert themselves; but he never, at any time, admitted or acquiesced in the sufficiency of such reasons and excuses, but complained, as he has stated, of the conduct of the complainants therein.

And the respondent denies that the completion of any sale was prevented by any act or omission on his part, or that he withheld or concealed any thing whatever, that it could be useful or proper for them to know, or any thing whatever of his proceedings, until the joint interest was ended as aforesaid, and then with no view of concealment whatever, but any want of communication of it existed arose after the end of their joint enterprise as aforesaid; and he denies that he clandestinely departed from Boston, as alleged in the said bill, or took with him any map, except one belonging to himself. The respondent has already herein set forth the arrangements made with owners of lands, and has annexed the copies of agreements with them, whereby the descriptions and value and number of acres will appear as nearly as he is able to give these particulars.

In addition to the refusals stated in the foregoing parts of the respondent's answer, he states, with a view to communicate all his transactions that can by any possibility be connected with the enterprise, which at one time was jointly undertaken between the complainants and himself, that some time in the month of September, one thousand eight hundred and thirty-five, he obtained the refusal of a tract of land, situate in McKean county, Pennsylvania, containing about twenty thousand acres, from William P. Wilcox, as agent of Benjamin and Andrew M. Jones. The period at first given for refusal, which was either three or four months—but the respondent is not able to say which of the two was twice extended—and notices were communicated to the complainants of the refusals and the extensions of them.

Nothing further took place in relation to these last-mentioned lands after the end of the extension last obtained as aforesaid; the lands were not purchased or further contracted for by the respondent, nor has he since known any thing in relation to them.

And the defendant denies all and all manner of unlawful combination and confederacy, wherewith he is by the said bill charged, without this that there is any other matter, cause or thing in the said complainants' bill of complaint contained, material or necessary, for this defendant to make answer unto, and not herein and hereby well and sufficiently answered and confessed, traversed and avoided, or denied, is true, to the knowledge and belief of this defendant; all which matters and things this defendant is ready and willing to aver, maintain and prove, as this honorable court shall direct, and humbly prays to be hence dismissed, with his reasonable costs and charges, in this behalf most wrongfully sustained.

FORWARD & METCALF,
Solicitors for the Respondent.

Asa Sartwell, the defendant above-named, being duly sworn according to law, says, that the foregoing answer, and the facts therein set forth and contained, so far as they are within his own knowledge, are true; and so far as they are derived from others, they are true to the best of his knowledge, judgment, information and belief.

ASA SARTWELL.

Sworn and subscribed before me, February 21, 1838.
JOHN BINNS, *Ald.*

A.

Exhibit A, (1,) for the other part of which, see after exhibit F (1.)

Whereas the trustees of the estate of William Bingham lately contracted to sell to David R. Griggs and Aaron D. Weld, certain tracts of land in the county of McKean, and State of Pennsylvania, and the said trustees now hold certain articles of a grant bearing date the first

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day of September, one thousand eight hundred and thirty-six, whereby the said David R. Griggs and Aaron D. Weld agree to pay certain sums of money to the said trustees; and whereas Asa Sartwell is entitled to a certain part and proportion of the funds so payable to the said trustees, as by the said articles of agreement more fully and at large appears; and whereas, also, the said Asa Sartwell stands indebted unto Joseph Adams, of Boston, Esquire, in the sum of four thousand three hundred and seventy-five dollars, and is desirous of appropriating so much as may be necessary, of his said interest in the funds aforesaid, to the said Joseph Adams, for the purpose of liquidating the debt aforesaid: Now, these presents witness, that the said Asa Sartwell, in consideration of the promises, and of the sum of one dollar to him in hand paid by the said Joseph Adams at and before the sealing and delivery of these presents, the right whereof is hereby acknowledged, hath granted, assigned, bargained, and sold, transferred, and set over, and hereby doth grant, assign, bargain and sell, transfer, and set over unto the said Joseph Adams, so much of the part or interest of the said Asa Sartwell, of and in the funds aforesaid, chargeable to the trustees of the estate of the late William Bingham, accrued under and by virtue of the said articles of agreement, as will pay and satisfy him, the said Joseph Adams, the said sum of four thousand three hundred and seventy-five dollars; to have and to hold the said part or interest of the said Asa Sartwell, transferred and assigned to him, the said Joseph Adams, his executors, administrators, and assigns forever; and the said Asa Sartwell, for himself, his executors, and administrators, doth hereby authorize the said trustees to pay the said sum of money to the said Joseph Adams, out of the funds aforesaid, and he doth hereby constitute and appoint the said Joseph Adams, his attorney, to ask and receive from the said trustees the said sum of four thousand three hundred and seventy-five dollars; and on receipt of this sum, or any part thereof, acquittances, receipts, or other needful discharges to give, and all and every other act and acts needful and necessary to be done in the , to do, execute, and perform as freely as the said Asa Sartwell himself could do, if these presents had not been executed.

In witness whereof, he hath hereunto set his hand and seal the sixth day of October, A. D. one thousand eight hundred and thirty-six.

(Signed) ASA SARTWELL.

Signed, sealed, and delivered in presence of
J. R. INGERSOLL.

It is understood, as a part of the foregoing transfer, that the payments are to be made, to the guarantee therein named, in proportion to the right, by the trustees of William Bingham's estate, and not in preference, except to that extent of Asa Sartwell, that is to say, the guarantee, such proportion, from time to time, of the whole sum payable to Asa Sartwell; and also no interest is payable until after the

expiration of two years from the first day of September last. Dated Philadelphia, October 6th, 1836.

(Signed) ASA SARTWELL,
JOSEPH ADAMS.

There is an agreement between myself, Robinson, and Plumer, precisely the same as this.

A. SARTWELL.

B.

Exhibit B.

Agreement—A. Sartwell with N. Griggs.

Articles of agreement had, made, and concluded and agreed upon this twenty-fourth day of August, A. D. 1836, between Asa Sartwell, of the county of McKean, and State of Pennsylvania, of the one part, and Nathaniel Griggs, of the city of Boston, of the other part, witnesseth, that the said Asa Sartwell, of the first part, agrees on or before the twentieth day of September, A. D. 1836, to sell and convey, by good and sufficient deed or deeds, unto the said Nathaniel Griggs, of the second part, the following described tracts or parcels of land, situate in McKean county, and State aforesaid, on the waters of the Tamanquart creek, to wit: Warrants No. 3414, 3416, 3420, 3421, 3422, 3423, 3424, 3909, in the western range.

2d range from west. Nos. 3437, 3904, 3430, 3429, 3428, 3426, 3425, 3908.

3d range from west. Nos. 2276, 2277, 2286, 2287, 3309, 3306, 3550, 3907.

4th range. Nos. 2275, 2278, 2285, 3905, 3310, 3313, 3316, 3906, 4009.

5th range. Nos. 2274, 2279, 2284, 3321, 3320, 3319, 3317, 3498, 3427.

6th range from west. Nos. 4008, 3496, 3497, 3337, 3335, 3332, 3229, 2283.

Which above described lands are known as the Bingham lands. In consideration whereof, the said Nathaniel Griggs, of the second part, doth hereby covenant, promise, and agree to and with the said Asa Sartwell, of the first part, by these presents, that he, the said Nathaniel Griggs, of the second part, shall and will well and truly pay, or cause to be paid, unto the said Asa Sartwell, his heirs, and assigns, the aforesaid sum of one dollar and fifty cents per acre for the above-described tracts or parcels of land, when a good and sufficient deed shall be executed for the same. In witness whereof, we have hereunto set our hands and seals. The said Griggs acts as agent for the United States Land Trust Company.

(Signed) ASA SARTWELL, [L. S.]
(Signed) NATHL. GRIGGS, [L. S.]

Witness,
(Signed) RICHARD ARTHUR.

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C.

Exhibit C.

Agreement—J. R. Ingersoll and Wm. Miller, with A. Sartwell.

Philadelphia, 14th August, 1835.

I am desirous of purchasing, in behalf of certain persons in Boston, who have authorized me to make the present application, a considerable tract of land lying in McKean county, Pennsylvania, near the northern boundary line of the State. I propose to give, for the warrants named at foot, or so much as may remain unsold within them, one dollar an acre, of which one-tenth part will be paid on closing the contract, and the remainder in three and four years, with interest, calculated from the end of the second year. My principals are to have an opportunity to inspect the lands, which will be done within three months from this date, and to signify, within that period, their confirmation or rejection of this arrangement.

You are at liberty, in the mean time, to proceed with sales as you are accustomed to do; the unsold part, at the expiration of three months, being within the option of my constituents; the balance unpaid at the time of contract is to be secured by personal obligation, and the land to remain under articles then to be executed until the whole purchase-money is paid. You will, however, execute deeds of conveyance, at any time, of a particular warrant or warrants, on recovering the full price of the same at the rate aforesaid.

Warrants 3414, 3416, 3420, 342, 3422, 3423, 3424, 3909, in the western range.

2d range from west, 3437, 3904, 3430, 3429, 3428, 3426, 3425, 3908.

3d range from west, 2276, 2277, 2286, 2287, 3309, 3306, 3350, 3907.

4th range from west, 2275, 2278, 2285, 3905, 3310, 3313, 3316, 3906, 4009.

5th range from west, 2274, 2279, 2284, 3321, 3320, 3319, 3317, 3498, 3427.

(Signed) ASA SARTWELL.

To Joseph R. Ingersoll and
William Miller, Esquires, Trustees.

Additional warrants inserted at the instance of the undersigned.

6th range from west, 4008, 3496, 3497, 3337, 3335, 3332, 3329, 2283.

(Signed) ASA SARTWELL.

D.

Exhibit D.

Sir: We have received your proposition made at the instance and on behalf of certain gentlemen in Boston. We agree that they shall,

at the expiration of three months from this day, become the purchasers of the designated warrants, and we will execute articles to that effect. It being perfectly understood that we are to proceed with the usual sales in the mean time; and the land to be articled for will be the quantity then remaining unsold. One-tenth of the purchase-money is to be paid on signing the articles; the balance in three and four years, with interest from the end of the second year. Conveyances will be executed at any time for a quantity not less than one warrant contains, on receiving payment for it at the rate aforesaid.

J. R. INGERSOLL,
WM. MILLER.

Philadelphia, August 14, 1835.

E.

Exhibit E.

To Mr. ASA SARTWELL:

It is understood and agreed that the above term of three months be extended one month longer, so as to make it in the whole four months, without altering or affecting the arrangement in any other respect whatever.

J. R. INGERSOLL,
WM. MILLER,
By WM. MILLER.

October 28, 1835.

It is hereby agreed, that the arrangement made between Asa Sartwell, Esquire, and ourselves, on the 14th day of August, 1835, as set forth in our communication to him of that day, shall be considered as subscribing until the first day of July, 1836.

J. R. INGERSOLL,
WM. MILLER.

May 17, 1836.

F.

Exhibit F.

Agreement—C. C. Gaskell with A. Sartwell.

I hereby offer to A. Sartwell, Esq., the refusal of so much of the several bodies or parcels of land hereinafter mentioned as is now unsold, (or any one or more of said bodies) situate in McKean, Clearfield, and Jefferson counties, State of Pennsylvania, till the 15th day of the 7th month next, (July 15, 1836,) at the prices annexed to each; and to give or procure (as the case may be) a good title therefor to the said Asa, or his assigns, on the payment of one-fourth part of the purchase-money; the residue thereof to be secured by

bonds and mortgages on the premises; hereby reserving the right to continue selling said land in farms, as heretofore, until said Asa S. have notified me of his readiness to pay the first instalment of any of said lands—*the sales until instalment on any of said lands.* The sales, until such notification, to be for the benefit of the present owners. The lands embraced in the foregoing offer are—

1st. All the land on the north side of the Big Mahoning creek, (and on the creek) warranted in the names of Dr. William Cathcart and Henry Eiders, at the rate of one dollar per acre, ($1.)

2d. All the Holland Land Company's land in Jefferson county, (Herman Le Cloy et al., and Wilhelm Willink et al., warrantees) at the rate of sixty cents (60 cents) per acre.

Thirdly. The residue of William Parker's land in Jefferson county, Jeremiah Parker warrantee, at seventy-five cents per acre, (75 cents.)

4thly. The residue of Esther Reed and James Chesaut's land, in Clearfield and Jefferson counties, Jared Ingersoll warrantee, at the rate of one dollar and fifty cents per acre, (1 50.)

5thly. The residue of a body of 103,000 acres—say 90,000 acres—warranted in the names of Samuel Wallis and James Wilson, in Jefferson and McKean counties, and that part of Clearfield county adjoining thereto, called the "Kersey Land," at the rate of eighty-seven and a half cents per acre, (87½ cents.)

The terms of payment on all the forementioned land to be one-fourth (25 per cent.) in hand, and the residue thereof in three equal annual payments, from the 15th day of July, 1836, with interest on the whole amount from the first day of March, 1836.

[L. S.] Witness my hand and seal this second day of the sixth month, A. D. 1836.

CHARLES C. GASKELL,
Agent and Att'y for the owners.

A.

Exhibit A. (2)

Agreement—A. Sartwell with J. Adams.

I hereby agree to pay Joseph Adams a commission of two and a half per cent. on the sale of a tract of land hereinafter described, in the State of Pennsylvania, viz: about one hundred thousand acres, situated in the counties of Jefferson and Clearfield, and now contracted to be sold to Robinson and Plumer and David R. Griggs, of Boston, at one dollar and 12½ cents per acre. The said commission of two and a half per cent. to be paid to the said Adams, at the times and in the manner in which the said purchasers are to pay for the said land, viz: one-quarter down, and the remainder in one, two, and three years, with interest annually. The said commission to be paid to the said Adams, in consideration of his assisting in selling said lands.

Given under my hand, in Boston, this third day of August, 1836. In case the said purchasers fail to make their payments as they become due, then the said commission is not be paid.

(Signed) ASA SARTWELL.

PHILADELPHIA, *October* 6, 1836.

Recd. the full consideration on the within.

(Signed) JOS. ADAMS.

F.

Exhibit F. (2.)

BOW COTTAGE, 8*th mo.* 25*th*, 1836.

J. J. SMITH, Esq.,

Esteemed friend—Asa Sartwell informs me he is now ready to pay the first instalment on the "Kersey land," and take a conveyance of them. I wish thee to convey them according to his direction. The payments to be made and secured according to the foregoing agreement. I am not aware of any sales which have not been returned, except 50 acres of No. 4247, sold to Wm. Pauley, and 50 acres of sold to D. Oyster. But to prevent any difficulty in case J. Kyler should have made any sales, it will be better for thee to bind those to whom the conveyances are made to fulfil our *ab*stracts, and for them to have the benefit of them. I mean only the recent contracts of which we have no returns.

Yours truly, thy friend,

CHARLES C. GASKELL.

G.

Exhibit G.

Arrangement between the trustees of the estate of William Bingham and Asa Sartwell.

By the agreement of 1st September, 1836, the trustees are to receive from David R. Griggs and Aaron D. Weld -		$82,500 00
The purchase money of the land is - - -		55,000 00
The balance, therefore, belongs to Asa Sartwell, -		$27,500 00
The purchasers are to pay in cash, which belongs entirely to Mr. Sartwell, and has been received by him, - -		$7,000 00
They pay in their notes at 12 months, bearing interest, $20,000 00, of which, whenever paid, ($20,000 00)		
Mr. Sartwell will receive, with interest,	5,430 46	
The trustees will receive, with interest,	14,569 54	
		20,000 00

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The purchasers pay also in 12 months, with interest, $18,500, of which, whenever paid, Mr. Sartwell will receive, with interest on the whole, $18,500, - - - -	$5,023 18	
The trustees will receive, without interest, - - - -	13,476 82	
		$18,500 00
The purchasers pay also in two years, with interest, $18,500, of which, whenever paid, Mr. Sartwell will receive, with interest on the whole, $18,500, - - - -	5,023 18	
The trustees will receive, without interest, - - - -	$13,476 82	
		18,500 00
The purchasers pay finally, in 3 years, with interest, $18,500, of which, whenever paid, Mr. Sartwell will receive, with interest, - -	$5,023 18	
The trustees will receive, with interest,	13,476 82	
		18,500 00
		$82,500 00

(Signed) J. R. INGERSOLL,
WM. MILLER.

September 1, 1836.

I.

Exhibit I.

Arrangement between Joseph P. Norris, trustee of H. Drinker, S. Emlin, George Fox, and George Roberts and self, and said Norris and John Smith, executors of the last will of S. M. Fox, deceased, and Asa Sartwell.

By the agreement of the 6th October, 1836, said Norris and Smith are to receive of D. R. Griggs, J. A. Palmer, T. W. Sullivan, D. Dudley, and John Lemist, as consideration for the sale of ninety or one hundred thousand acres of land, contained in certain warrants, the numbers of which are specified in the deeds of trust of S. M. Fox to said Drinker and others, recorded in Clearfield county Bk. A, p. 174, at the rate of one dollar and twelve and a half cents per acre, of which twenty-five cents per acre belong to Asa Sartwell aforesaid.

Of this sum said Norris and Smith have received twenty-eight thousand dollars, and the residue is to be paid in one, two, and three years from the day of the date hereof. Of the payment already made

Mr. Sartwell has received eight thousand dollars, and is to receive the residue due him in equal payments from the instalments to be paid said Norris and Smith, when paid, pro rata, without any personal responsibility therefor on the part of said Norris and Smith.

If said instalments are not paid in full interest, Mr. Sartwell is to have only his rateable proportion, and he is to be allowed interest on what is still due him, to be computed from the first day of August last.

Witness our hands this sixth day of October, A. D. 1836.

JOS. P. NORRIS, *for self,*
Trustee and Exec. of S. M. Fox.
ASA SARTWELL.

Witness: Jos. P. Norris, Jun.
Wendell Phillips.

H.

Exhibit H.

Agreement—Robinson & Plumer with Asa Sartwell.

Memorandum of an agreement made between Asa Sartwell, of Smithport, McKean county, Pennsylvania, of the one part, and Robinson and Plumer, of Boston, on the other part, by which the said Sartwell agrees and binds himself, his heirs and assigns, to sell and convey, by good and sufficient deed, to the said Robinson and Plumer, a certain tract of land hereinafter described in the State of Pennsylvania, viz: about one hundred thousand acres situated in Jefferson, Clearfield and McKean counties, on the waters of Big and Little Toby creek, at the rate of one dollar twelve and a half cents per acre; one-quarter cash, and the remainder in one, two, and three years with interest annually. He, the said Sartwell, guarantees the whole tract to average five thousand feet of good merchantable pine timber to the acre; and also that most of said timber is near to some good, desirable stream; that no part of it need be hauled more than about five miles; said streams to be sufficient for driving at some seasons.

The said Robinson and Plumer, on their part, agree and bind themselves, their heirs and assigns, to purchase said land at the above stated price of one dollar and twelve and a half cents per acre, provided it answers the above guarantee as to quantity of timber and situation with regard to streams, &c.

He, the said Sartwell and the said Robinson, with one or two others, are to proceed without delay to examine said lands, and if they cannot agree as to quantity of timber and situation, &c., then each party shall appoint one disinterested person, and they two shall appoint a third, which three shall examine the land, and their decision shall be binding. The first payment to be made and the deeds taken as soon as the examination can be made.

Given under our hands and seals, in the city Boston, this fourth of August, eighteen hundred and thirty-six.

It is understood that said timber is to be so situated that it can be got out.

The erasure of the name of David R. Griggs in fourth, eighth, and twenty-fifth lines, made before delivery.

ASA SARTWELL, [SEAL.]
ROBINSON & PLUMER. [SEAL.]

Witness,
ROBERT A. PARKER,
JOS. ADAMS.

Having examined the within mentioned lands, I am satisfied that they answer the description given in the bond—I therefore accept the same. It is understood that a small proportion of these lands have been sold or articled to different purchasers, which the land holders reserved for said purchasers; therefore it is not expected that they will be deeded to the said Robinson & Plumer.

ROBINSON & PLUMER. [SEAL.]

HENRY NURY.

Exhibit K.

Statement of moneys disbursed and received by Asa Hartwell.

1835.	
August 9th—Expenses of travelling, &c., from Boston to Philadelphia, thence to Smithport and Jefferson county, Pennsylvania, and thence to examine the lands, . .	$200 00
October 15th—Paid J. J. Y. Thompson, for exploring, surveying, and making maps of land, . . .	60 00
October 15th—Paid Hiram Payne for exploring, surveying, and making map of the Bingham lands, . .	50 00
October 15th—Expenses from Smithport to Boston and back, via Philadelphia and Jefferson county, . .	175 00
1836.	
May—Expenses from Smithport to Boston and back, via Philadelphia and Jefferson county, ...	120 00
July—Expenses from Smithport to Boston, thence to Jefferson and McKean counties, thence to Philadelphia, and back to Smithport, ...	350 00
October—Paid Joseph Adams 2 per cent. com. for selling the Kersey tract, ...	2,000 00
October—Paid Robinson & Plumer for services in selling the Bingham tract, ...	5,833 00
Paid Joseph Adams for services in selling the Bingham tract, ...	5,833 00

Paid Henry Wood for services, ...	$25 00
Paid Joseph P. Norris interest on purchase of the Kersey tract, from March 1st, 1836, to October 6, 1836, .	2,400 00
	$17,046 00

1836.

September 1st—Received on the sale of the Bingham tract, cash, ...	$4,000 00
Note of Grigg & Weld, not paid, $3000.	
October 6th—Received on the sale of the Kersey tract, cash, ...	3,000 00
Note of Griggs & Weld, not paid, $5000.	
Cash balance against the land operations of Asa Sartwell,	10,046 00
Balance against the land operations of Asa Sartwell, if the above notes should be paid, ... $2046	
	$17,046 00

HENRY WILLIAMS and ROBERT WILLIAMS *vs.* ASA SARTWELL. } Bill in chancery, pending in the circuit court of the United States in and for the Western District of Pennsylvania.

It is admitted aud agreed by the counsel for the complainants and by the counsel for the respondent, in this cause, that the papers attached and filed with complainants' bill, purporting to be copies of letters written by the respondent to the complainants, under dates of August 15th, 1835; September 5, 1835; September 15, 1835; December 3, 1835; January 29, 1836; March 16, 1836; April 12, 1836, and June 3, 1836, are true copies of letters written by the defendant, directed and forwarded to and received by the complainants, and that the *the* same may be read in evidence on the hearing of this cause, in the same manner that the originals might if produced and proven, and subject to all legal exceptions to their relevancy or competency; that the exhibits marked A, B, and C, filed with complainants' bill, are true and accurate copies of original papers, executed by the persons by whom the said exhibits purport to have been executed; that the exhibits attached to and filed with the respondent's answer, marked A, B, C, D, E, F, A (2), F (2), G, H, and I, are true and accurate copies of papers executed by the persons by whom the said exhibits purport to have been executed; and that said exhibits may be read and used in evidence upon the hearing of this cause, in the same manner, upon the same footing, and subject to the same exceptions as the said original papers might if duly and legally proven, be read and used in evidence on the hearing of this cause; and that this agreement be filed with the papers in the cause.

J. S. CRAFT, *for Complainants.*
J. METCALF, *for Respondent.*

Endorsed as follows :

No. 4. Of November Sess. 1837.

HENRY WILLIAMS and ROBERT WILLIAMS *vs.* ASA SARTWELL.

Agreement of counsel. Filed Jan. 1, 1839.

CIRCUIT COURT UNITED STATES,
Western District of Pennsylvania.

HENRY WILLIAMS and ROBERT WILLIAMS *vs.* ASA SARTWELL. } In Chancery.

It is agreed that depositions in this cause may be taken under rules, at Smithport, McKean county, and Brookville, Jefferson county, Pennsylvania, before the prothonotaries, or, in their absence, before the recorders of said counties respectively, on interrogatories, to be filed in the clerk's office of this court, after twenty days' notice of the time of taking the depositions, by the attorneys of either party to the attorneys of the other party, ten days' time being allowed after service of copies of interrogatories, to the opposite party's attorneys, to file cross-interrogatories, before issuing rule. Jan. 7th, 1839.

J. S. CRAFT,
for Complainants.
FORWARD & METCALF,
for Respondent.

This rule extended to allow the issue of rules under interrogatories, filed to either party, at any place, before any competent authority, on notice. March, 1839.

J. S. CRAFT,
for Complainants.
FORWARD & METCALF,
Att'ys for Respondent.

CIRCUIT COURT OF THE UNITED STATES,
Western District of Pennsylvania.

HENRY WILLIAMS and ROBERT WILLIAMS *vs.* ASA SARTWELL. } In Chancery.

Interrogatories filed by respondent, in pursuance of agreement of parties, of January 7, 1839, on file in the cause, to be propounded

to witnesses to be examined at Brookville, Jefferson county, Pa., on the part of the respondent, under rule to be issued by virtue of agreement of the 7th of January, aforesaid.

Interrogatory 1st.—Are you acquainted with the parties to this cause?

Interrogatory 2d.—Where do you reside? State township, county, and State.

Interrogatory 3d.—Where did you reside from the 1st of August, 1835, to the 1st of August, 1836?

Interrogatory 4th.—What was your principal employment during that period?

Interrogatory 5th.—State what opportunities, if any, you have had for several years past of becoming acquainted with the sale of wild lands in the county in which you have resided, and in the adjoining and neighboring counties?

Interrogatory 6th.—Please state whether any, and, if any, what, applications for the refusal of wild lands were made to you, as owner or agent, for the sale of such lands, by persons residing in the eastern cities or States, during the years 1835 and 1836; and what lengths of time such refusals usually ran; and what length of time would, during that period, (1835 and 1836,) have been regarded as reasonable for such refusals to run?

Interrogatory 7th.—Please state whether, during the year 1835, you, as agent for others, gave to Asa Sartwell, the respondent, a refusal, among others, of a tract of land called the Kersey tract, lying in Jefferson, Clearfield, and McKean counties, Pennsylvania; and if so, for what length of time the refusal was given; whether the refusal was afterwards extended, and, if so, when, how often, how long the extension or extensions ran; when the last extension terminated; whether, when that extension terminated, you were under any obligations to said Sartwell, in relation to said land; and whether said Sartwell afterwards made any new arrangement with you in relation to said Kersey tract; and, if so, when, what the new arrangement was, and whether it was carried into effect?

Interrogatory 8th.—Do you know what means the respondent, Sartwell, adopted, and what exertions he used in procuring refusals and extensions of refusals of the land mentioned in the 7th interrogatory; and what time he probably expended in procuring such refusals and extensions, in travelling to and from Boston, and examining the lands? If so, state particularly.

Interrogatory 9th.—Do you know any other matter or thing material to the respondent in this case? If so, state the same as particularly as if specially interrogated in relation thereto.

METCALF, LOOMIS & MARKS,
Solicitors for Respondent.

CIRCUIT COURT OF THE UNITED STATES,
Western District of Pennsylvania.

No. 4. November Session, 1837.

HENRY WILLIAMS AND ROBERT WILLIAMS
vs.
ASA SARTWELL. } In Chancery.

And the said Henry Williams and Robert Williams come and say, that the matters and things set forth in their said bill of complaint are true in substance and matter of fact, and that the matters and things set forth in the answer of the said Asa Sartwell, contrary thereto, are untrue, and this they are ready to make appear, as by the court shall be directed.

JAMES S. CRAFT,
Sol'r for Compts.

January 8, 1839.

IN THE CIRCUIT COURT OF THE UNITED STATES,
for the Western District of Pennsylvania, in the Third Circuit.

No. 4, of November Sessions, 1837.

HENRY WILLIAMS AND ROBERT WILLIAMS
vs.
ASA SARTWELL. } In Equity.

And now, to wit, January 28th, 1839.

Rule on part of respondent to take depositions of witnesses to be examined at Smithport, McKean county, by virtue of agreement filed before the prothonotary, or in case of his absence, before the recorder of said county.

(Copy.) From the record.
E. J. ROBERTS, *Clk.* [SEAL.]

The depositions will be taken under the above rule, at the office of the prothonotary of McKean county, at Smithport, on the 18th and 19th days of February, A. D. 1839, notice to that effect having been served upon, and accepted by complainants' counsel here.

FORWARD & METCALF,
Counsel for Respondent.

Pittsburg, January 28th, 1839.

CIRCUIT COURT OF THE UNITED STATES,
Western District of Pennsylvania.

HENRY WILLIAMS AND ROBERT WILLIAMS
vs.
ASA SARTWELL. } In Chancery.

Interrogatories filed by the respondent, in pursuance of agreement of parties, of Jan'y 7, 1839, on file in the cause, to be propounded to witnesses, to be examined at Smithport, McKean county, Pa., on the part of respondent, under rule to be issued by virtue of the agreement of 7th Jany. aforesaid.

1st interrogatory. Are you acquainted *to* the parties to this cause:

2d interrogatory. Were you present at any interview or interviews between the respondent, Asa Sartwell, and the complainants, Henry Williams and Robert Williams, or either of the complainants, in the month of November, or any other time during the autumn of A. D. 1835, in the city of Boston; and if so, state what conversation, if any, you heard between them, relative to the refusal, purchase, or sale of lands in the State of Pennsylvania, on the joint account of the parties?

3d interrogatory. Had you any interview with the complainants, or either of them, at Boston, or elsewhere, during the spring or summer of 1838; and if yea, state what said plaintiffs, or either of them, said at such interview; if any thing relative to the sale or failure to sell, or efforts, or want of efforts to sell the lands referred to in the second interrogatory?

4th interrogatory. Do you know what measures the respondent adopted, and what exertions he used in procuring refusals and extensions of refusals of the lands mentioned in the second interrogatory; what expenses he incurred in procuring such refusals and extensions of refusals, and in travelling to and from Boston, in relation to said lands, from the 8th of August, 1835, to fifteenth of July, 1836; and if so, state particularly all your knowledge on those subjects?

Interrogatory 5th. Do you know any other matter or thing material to the respondent in this case? If so, state the same as particularly as if specially interrogated in relation thereto?

FORWARD & METCALF,
Counsel for Respondent.

CIRCUIT COURT OF THE UNITED STATES,
Western District of Pennsylvania.

HENRY WILLIAMS AND ROBERT WILLIAMS
vs.
ASA SARTWELL. } In Chancery.

Interrogatories filed by the respondent, in pursuance of agreement of parties, of Jan. 7, 1839, on file in the cause, to be propounded to

witnesses to be examined at Smethport, McKean county, Pa., on the part of the respondent, under rule to be issued by virtue of the agreement of 7th January, aforesaid.

1st interrogatory. Are you acquainted with the parties to this cause?

2nd interrogatory. Were you present at any interview or interviews between the respondent, Asa Sartwell, and the complainants, Henry Williams and Robert Williams, or either of the complainants, in the month of November, or any other time during the autumn of A. D. 1835, in the city of Boston; and if so, state what conversation, if any, you heard between them relative to the refusal, purchase or sale of land in the State of Pennsylvania, on the joint account of parties?

3d interrogatory. Had you any interview with the complainants, or either of them, at Boston or elsewhere, during the spring or summer of 1838; and if yea, state what said plaintiffs, or either of them, said at such interview; if any thing relative to the sale, or failure to sell, or efforts, or want of efforts to sell the lands referred to in the second interrogatory?

4th interrogatory. Do you know what measures the respondent adopted, and what exertions he used in procuring refusals and extensions of refusals of the lands mentioned in the second interrogatory; what expenses he incurred, in procuring such refusals and extensions of refusals, and in travelling to and from Boston, in relation to said lands, from the 8th of August, 1835, to fifteenth July, 1836; and if so, state particularly all your knowledge on those subjects?

Interrogatory 5th. Do you know any other matter or thing material to the respondent in this case? If so, state the same as particularly as if specially interrogated in relation thereto?

FORWARD & METCALF,
Counsel for Respondent.

IN THE CIRCUIT COURT OF THE UNITED STATES,
For the Western District of Pennsylvania, in third Circuit.

No. 4. Of November Sessions, 1837.

HENRY WILLIAMS and ROBERT WILLIAMS *vs.* ASA SARTWELL. } In Equity.

And now, to wit: February 11th, 1839, rule on part of respondent to take depositions of witnesses to be examined at Brookville, Jefferson county, before the prothonotary, or in case of his absence before the recorder of said county, by virtue of an agreement filed.

(Copy.) From the record.

E. J. ROBERTS, *Clerk.*

[SEAL.]

The depositions under the foregoing rule, will be taken on the 4th and 5th of March, A. D. 1839. Notice to that effect having been given to complainants' counsel, under the agreement filed in the cause.

METCALF, LOOMIS & MARKS,
Sol's for Respondent.

(Copy of Interrogatories.)

CIRCUIT COURT OF THE UNITED STATES,
Western District of Pennsylvania.

HENRY WILLIAMS and ROBERT WILLIAMS *vs.* ASA SARTWELL. } In Chancery.

Interrogatories filed by respondent in pursuance of agreement of parties of January 7, 1839, on file in the cause, to be propounded to witnesses to be examined at Brookville, Jefferson county, Penn., on the part of the respondent, under rule to be issued by virtue of agreement of the 7th of January aforesaid.

Interrogatory 1st. Are you acquainted with the parties to this cause?

Interrogatory 2nd. Where do you reside? State township, county and State.

Interrogatory 3rd. Where did you reside from the first of August, 1835, to the 1st of August, 1836?

Interrogatory 4th. What was your principal employment during that period?

Interrogatory 5th. State what opportunities, if any, you have had for several years past, of becoming acquainted with the sale of wild lands in the county in which you have resided and in the adjoining and neighboring counties?

Interrogatory 6th. Please state whether any, and if any, what applications for the refusal of wild lands were made to you as owner or agent for the sale of such lands by persons residing in the eastern cities or States, during the years 1835 and 1836, and what length of time such refusals usually ran, and what length of time would, during that period, (1835 and 1836,) have been regarded as reasonable for such refusals to run?

Interrogatory 7th. Please state whether, during the year 1835, you as agent for others gave to Asa Sartwell, the respondent, a refusal among others of a tract of land called the Kersey tract, lying in Jefferson, Clearfield and McKean counties, Pennsylvania; and if so, for what length of time the refusal was given; whether the refusal was afterwards extended; and if so, when, how often, how long the extension or extensions ran; when the last extension terminated; whether, when that extension terminated, you were under any obli-

gation to said Sartwell in relation to said land, and whether said Sartwell afterwards made any new arrangement with you in relation to said Kersey tract; and if so, when, what the new arrangement was, and whether it was carried into effect?

Interrogatory 8th. Do you know what means the respondent Sartwell adopted, and what exertions he made in procuring refusals and extensions of refusals of the land mentioned in the 7th interrogatory, and what time he probably expended in procuring such refusals and extensions, in travelling to and from Boston, and examining the lands?—if so, state particularly.

Interrogatory 9th. Do you know any other matter or thing material to the respondent in this case? If so, state the same as particularly as if specially interrogated in relation thereto.

METCALF, LOOMIS & MARKS,
Solicitors for Respondent.

CIRCUIT COURT OF THE UNITED STATES,
Western District of Pennsylvania.

HENRY WILLIAMS and ROBERT WILLIAMS *vs.* ASA SARTWELL. } In Chancery.

Interrogatories filed by respondent in pursuance of agreement of parties of January 7th, 1839, on file in the cause, to be propounded to witnesses to be examined at Brookville, Jefferson county, Penn., on the part of the respondent, under rule to be issued by virtue of agreement of the 7th of January aforesaid.

And now, to wit: March 5th, 1839, Charles C. Gaskill appeared before me at my office in Brookville, in pursuance of the annexed commission in the above entitled suit, and being by me duly affirmed according to law, doth depose and say, in answer to the first interrogatory, viz:

1st Interrogatory. Are you acquainted with the parties to the cause?

Answer.—With none but the respondent.

2nd Interrogatory. Where do you reside? State township, county and State.

Answer.—In Young township, Jefferson county, State of Pennsylvania.

3rd Interrogatory. Where did you reside from the first of August, 1835, to the first of August, 1836?

Answer.—Where I now do.

4th Interrogatory. What was your principal employment during that period?

Answer.—Land agencies.

5th Interrogatory. State what opportunities, if any, you have had for several years past of becoming acquainted with the sales of wild

lands in the county in which you have resided and in the adjoining and neighboring counties?

Answer.—I have had the agency of large bodies of land in Jefferson county, as well as the adjoining counties for more than twenty years past; land agencies have been my principal business during the whole of that period; I am generally and extensively known as a land agent; consequently I have had a good opportunity of being well acquainted with the sales of land in this section of Pennsylvania.

6th Interrogatory. Please state whether, if any, and if any, what applications for the refusals of wild lands were made to you as owner or agent for the sale of such lands by persons residing in the eastern cities or States, during the years 1835 and 1836, and what length of time such refusals usually run, and what length of time would during that period (1835 and 1836) have been regarded as reasonable for such refusal to run?

Answer.—I had many, but it would be difficult as well as tedious for me to enumerate *all* the applications for the land, during the years 1835 and 1836, nor do I suppose it would have any bearing on the present case, except it relate to it. I shall confine myself to the Kersey land, situate in Jefferson, Clearfield and McKean counties, (Penn.) I have no evidence or recollection of any application for what is termed the Kersey land, other than by respondent, except by Henry B. Smith of the Portland, (Maine,) Penn. land company, who wished to have the refusal of from 20 to 30,000 acres; but as I wished to sell the whole together, I gave no written refusal; if I gave any at all, it was a verbal and a conditional one; I might give a refusal of a part, but as nothing definite was done I kept no memorandum of the conversation, which occurred, I think, in February or March, 1836. I gave refusals for longer or shorter periods according to circumstances, generally from one to four months. As a general rule, I should consider three months a reasonable time.

7th interrogatory.—Please state whether, during the year 1835, you, as agent for others, gave to Asa Sartwell, the respondent, a refusal, among others, of a tract of land called the Kersey tract, lying in Jefferson, Clearfield, and McKean counties, Pennsylvania; and, if so, for what length of time the refusal was given; whether the refusal was afterwards extended; and if so, when, how often, how long the extension or extensions run; when the last extension terminated; whether, when that extension terminated, you were under any obligation to said Sartwell, in relation to said land; and whether said Sartwell afterwards made any new arrangement with you in relation to said Kersey tract; and if so, when, what the new arrangement was, and whether it was carried into effect?

Answer.—The first refusal I gave to A. Sartwell was on the 15th of Sept. 1835; this embraced various bodies of lands—among others the Kersey lands. The refusal was for three months; about the time

that expired, I renewed it; and again it was renewed, but at an increased price, and continued till the 1st of June, 1836; and finally, on the 2d day of June, 1836, I gave a new refusal, till the 15th of July, 1836, in which the taxes from the 1st of Jan. 1836, were added to the consideration. I had, by this time, become weary of extension, and remarked to respondent, this is the last extension I shall give; and was under no obligation to let him have the lands after the 15th July, 1836, by any refusal or grant I had given him. All the refusals or extensions I had given him were null and void, to all intents and purposes, from the 15th of July till about the 20th August, 1836; to the best of my knowledge and belief, there was no communication or correspondence between us on the subject, either written or verbal. About the 20th August (1836) the respondent made a verbal application to me for the Kersey lands alone, which, after some conversation on the subject, I agreed to let him have it, at the same price I had offered it to him in the agreement of the 2d of June, embracing other lands, provided he paid the first instalment by a specified time, (I think some time in the following month, Sept.) Having just returned from a protracted tour to Philadelphia, New York, &c., and the business in my office had accumulated so much that I was pressed for time, and, as a matter of convenience, and to save time, endorsed a request on the refusal of June 2d, to J. J. Smith, Esq., to convey the Kersey lands agreeably to that contract, merely referring to that for the price and terms of payment. I gave no further grants in the premises to the respondent. Sometime in the month of October following, I believe, the land was conveyed, or contracted to be conveyed, by the "Kersey Company" to a company in Boston, Mass., called, I believe, the United States Land Company.

8th interrogatory.—Do you know what means the respondent, Sartwell, adopted, and what exertions he made in procuring refusals and extensions of refusals of the land mentioned in the 7th interrogatory, and what time he probably expended in procuring such refusals and extensions, in travelling to and from Boston, and examining the lands; and if so, state particularly?

Answer.—I cannot say from my own knowledge how much time or money the respondent, Sartwell, spent in his exertions to obtain refusals, &c. &c.; but am fully satisfied that it must have cost him a great deal of both time and money.

9th interrogatory.—Do you know any other matter or thing material to the respondent in this cause? If so, state the same as particularly as if specially interrogated in relation thereto.

Answer.—The inclination to purchase, or spirit of speculation in wild lands, from Sept. 1835, till July, 1836, and the facility of effecting sales, so far as my experience went, was greater than it has been since—I mean in large bodies.

Affirmed and subscribed before me, the 5th day of March, A. D. 1839. CHARLES C. GASKELL.

In testimony whereof I have hereunto set my hand, and [L. S.] affixed the seal of the court of common pleas, at Brookville, in the county of Jefferson.

LEVI G. CLOVER, *Proth'y.*

Proth'y Clover, fees $1 50, paid by defendant.
C. C. Gaskell, fees $2 50, paid by defendant.

IN THE CIRCUIT COURT OF THE UNITED STATES,
For the Western District of Pennsylvania.

HENRY WILLIAMS and ROBERT WILLIAMS *vs.* ASA SARTWELL. } In Chancery.

Interrogatories filed by the complainants, in the pursuance of an agreement of parties of January 7th, 1839, on file in this cause, to be propounded to witnesses to be examined at Boston, in the State of Massachusetts, on the part of the said complainants, under rule to be issued by virtue of the said recited agreement.

Interrogatory 1st.—Are you acquainted with the parties to this cause? If yea, state your knowledge of them, their pursuit, occupation, and capacity or character in the business they pursue.

Interrogatory 2d.—What is your own age, pursuit, or occupation, and your residence in the years 1835 and 1836?

Interrogatory 3d.—Do you know of the complainants offering for sale wild lands in the State of Pennsylvania, at any time? If yea, state when, and how often; what lands they were, as nearly as you can describe them; for whom and on whose account; and generally what exertions and with what success they offered those lands for sale.

Interrogatory 4th.—Did the said complainants effect sales of the lands thus offered by them? If not, why not? Do you know of any circumstances connected with state of the money market, or the demand for lands, which had influence over said sales? If yea, state your knowledge, &c.

Interrogatory 5th.—Do you know the state of the money market for such lands at New York city during said years? If yea, state your knowledge, &c.

Interrogatory 6th.—Do you know of any transactions, negotiations, conversations or occurrences between the parties to this suit, respecting said wild lands, their sale, the reason of failure to sell, &c.? If yea, state them.

Interrogatory 7th.—Do you know of any advertisement, publication, or other acts of the said complainants' touching said lands, and

for the promotion of the sale thereof? If yea, state the same fully and at large.

Interrogatory 8th.—Do you know of any other fact, matter or thing connected with these lands, or the transactions of the parties concerning them, which may be of benefit to the complainants? If yea, state the same fully and at large, as if especially interrogated thereto.

JAMES S. CRAFT,
Sol. for Complainants.

March 14, 1839.

CIRCUIT COURT OF THE UNITED STATES,
For the Western District of Pennsylvania.

HENRY WILLIAMS and ROBERT WILLIAMS *vs.* ASA SARTWELL. } In Chancery.

Cross-interrogatories to be administered to witnesses to be examined by complainants, under a rule to be issued on their direct interrogatories of 14th March, 1839, on part of respondent, as follows:

Cross-interrogatory 1st.—What was the occupation or pursuit of complainants in the years 1835 and 1836?

Cross-interrogatory 2d.—What were the habits, as to temperance and sobriety, of the complainants, especially those of Henry Williams, in the years 1835 and 1836?

Cross-interrogatory 3d.—Was the character of the complainants for sobriety, integrity, industry, and business capacity, especially of Henry Williams, in the years 1835 and 1836, such that the community generally in which they resided would have entrusted to them the management of great and extensive pecuniary interests?

Cross-interrogatory 4th.—Was not the character and circumstances of the complainants, in the years 1835 and 1836, such that the sober and respectable portion of the community would not have entrusted to their management transactions requiring great business skill, promptness and capacity?

Cross-interrogatory 5th.—If you know of the complainants being engaged in the sale or attempts to sell wild lands in the State of Pennsylvania, in the years 1835 or 1836, which of them had the principal charge or management of such transactions—was it not Henry Williams?

Cross-interrogatory 6th.—If you of the complainants' offering for sale wild lands in Pennsylvania, in the years 1835 and 1836, to what person or persons do you know of their making such offers? And did not their failure to sell arise entirely or mainly from their utter incapacity to manage properly such business, and the want of confidence in their representations and ability to perform their engagements?

Cross-interrogatory 7th.—Was not the state of the money market in Boston, in June and July of the year 1836, as favorable for the sale of wild lands as in August of the same year?

Cross-interrogatory 8th.—Do you know of the complainants, or either of them, making any exertions to sell wild lands of respondent, in the city of New York, or elsewhere out of the city of Boston, in the years 1835 and 1836; and were the complainants, or either of them, to your knowledge, in the city of New York in the years aforesaid, in relation to said business?

Cross-interrogatory 9th.—If you heard any conversation between the complainants and respondent in relation to the sale of wild lands in Pennsylvania, when and where did such conversations take place, and what did respondent say in relation to his refusals for such lands, and their having expired, and any further agency of the complainants? State fully all that was said by both parties.

Cross-interrogatory 10th.—Do you know any other matter or thing material to respondent, in this case? If so, state it fully.

METCALF, LOOMIS & MARKS,
Solicitors for Respondent.

March 16th, 1839.

COMMONWEALTH OF MASSACHUSETTS.

[Seal of the State of Massachusetts.] EDWARD EVERETT.

His Excellency Edward Everett, Governor and Commander-in-chief in and over said Commonwealth:

To whom it may concern,

Know ye, that Thomas A. Dexter is now, and was at the dates mentioned in his certificate, viz: the seventeenth day of June, the fifth and sixth of July, eighteen hundred and thirty-nine, a notary public and a justice of the peace for the county of Suffolk, in said commonwealth, duly constituted and commissioned, and that to his acts and attestations, as such, full faith and credit are and ought to be given in and out of court; that the within attestation is in due form and by the proper officer.

In testimony whereof, I have caused the public seal of the commonwealth to be hereunto affixed, this eighth [L. S.] day of July, A. D. 1839, and in the sixty-fourth year of the Independence of the United States of America.

By his Excellency the Governor.

JOHN P. BIGELOW,
Secretary of the Commonwealth.

UNITED STATES OF AMERICA, [SEAL.]
Commonwealth of Massachusetts.
SUFFOLK COUNTY, *City of Boston, ss:*

I, Thomas A. Dexter, notary public, by legal authority admitted and sworn, and dwelling in Boston aforesaid, and a justice of the peace for the county of Suffolk, do hereby certify to all to whom it may concern, that on the seventeenth day of June, and on the fifth day of July, in the year of our Lord eighteen hundred and thirty-nine, personally appeared Shadrach Robinson and Edward Smith, the persons who have respectively subscribed the depositions hereto annexed, and being by me carefully examined, and sworn in due form of law, to testify the truth, the whole truth, and nothing but the truth, they severally made oath to the truth of the said depositions, by them respectively subscribed, and subscribed the same in my presence, the same being first reduced to writing by me in the presence of the said deponents respectively. I further certify that I am not of counsel for either party named in the annexed commission, by virtue of which these depositions were taken, and I am in no way interested in the event of the action pending between the parties mentioned therein.

In testimony whereof I have hereunto set my hand and affixed my notarial seal, this sixth day of July, [L. S.] in the year of our Lord one thousand eight hundred and thirty-nine.

THOMAS A. DEXTER,
Public Notary and Justice of the Peace.

IN THE CIRCUIT COURT OF THE UNITED STATES,
For the Western District of Pennsylvania.

No. 4, of November Term, 1837.

(Craft.) HENRY & ROBERT WILLIAMS,
vs.
(Forward, Metcalf & Marks.) ASA HARTWELL. } In Chancery.

[SEAL.] The President of the United States, to any Notary Public, or other authority competent to administer oaths.

Know ye, that in confidence of your prudence and integrity, we have given unto you, and by these presents do give unto you full power and authority, in pursuance of a rule lately made in the court of the United States, in and for the western district of Pennsylvania, in a certain action therein depending, wherein the said H. and R. Williams are complainants, and the said Asa Sartwell is respondent, to call before you, at a certain day and place by you for that purpose to be appointed, all and every person and persons who may be named to you by the said complainants, as witnesses in the said action; and then and there to examine them, on their respective oaths and affirma-

tions, on certain interrogatories hereunto annexed, touching the premises, and to reduce their testimony to writing; and when you shall have so done, you are to send the same to the said court, closed up and under your seals, plainly and distinctly set together with this writ.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States at Pittsburg, this eleventh day of May, A. D. 1839, and in the sixty-third year of the Independence of the United States.

E. J. ROBERTS, *Clerk*.

Let this commission issue. May 11, 1839.

METCALF, LOOMIS, & MARKS,
Solicitors for Respondent.

Costs of taking the depositions.

Commissioner's fees, . . .	$20 00
Deponent's fee, and travel, . .	4 00
	$24 00

Certified by me, THOMAS A. DEXTER,
Not. Pub.

Endorsed—No. 4, of November Term, 1837.

HENRY & R. WILLIAMS
vs.
ASA SARTWELL.

Commission.

IN THE CIRCUIT COURT OF THE UNITED STATES,
For the Western District of Pennsylvania.

HENRY WILLIAMS & ROBERT WILLIAMS
vs.
ASA SARTWELL. } In Chancery.

Interrogatories filed by the complainants in pursuance of an agreement of parties, of January 7th, 1839, on file in this cause, to be propounded to witnesses to be examined at Boston, in the State of Massachusetts, on the part of the said complainants, under rule to be issued by virtue of the said recited agreement.

Interrogatory first. Are you acquainted with the parties to this cause? If yea, state your knowledge of them, their pursuit, occupation and capacity, or character in the business they pursue.

Interrogatory *second*. What is your own age, pursuit, or occupation, and your residence in the years 1835 and 1836?

Interrogatory third. Do you know of the complainants offering for sale wild lands in the State of Pennsylvania, at any time? If yea, state when, and how often; what lands they were, as nearly as you can describe them; for whom, and on whose account, and generally what exertions, and with what success they offered these lands for sale.

Interrogatory fourth. Did the said complainants effect sales of the lands thus offered by them? If not, why not? Do you know of any circumstances connected with the state of the money market, or the demand for lands which had influence over said sales? If yea, state your knowledge, &c.

Interrogatory fifth. Do you know the state of the market for such lands at New York city, during said years? If yea, state your knowledge, &c.

Interrogatory sixth. Do you know of any transactions, negotiations, conversations, or occurrences between the parties to this suit, respecting said wild lands, their sale, the reason of failure to sell, &c.? If yea, state them.

Interrogatory seventh. Do you know of any advertisement, publication, or other acts of the said complainants, touching said lands, and for the promotion of the sale thereof? If yea, state the same fully and at large.

Interrogatory eighth. Do you know of any other fact, matter, or thing connected with these lands, or the transactions of the parties concering them, which may be of benefit to the complainants? If yea, state the same fully, and at large, as if specially interrogated thereunto.

JAMES P. CRAFT,
Sol. for Compl'ts.

March 14, 1839.

The deposition of Shadrach Robinson.

Shadrach Robinson, of the city of Boston and Commonwealth of Massachusetts, merchant, aged forty years and upwards, being duly cautioned, examined, and sworn, answereth and

First. To the first interrogatory he saith, that he hath known Henry Williams, one of the said complainants, for very many years; said Williams, for a long period prior to eighteen hundred and thirty-four, was the senior partner of the house of Williams, Putnam & Co.; their business was that of wholesale grocers and commission merchants, and was quite extensive. On the dissolution of said firm, in that same year, Henry & Robert Williams, the complainants, undertook the business of brokers and general agents; their office or place of business was at No. 4, Central wharf, in said Boston. Robert Williams has been personally known to the deponent for twelve years or more, last past; the character and capacity for business of both the com-

plainants was highly respectable, and their business extensive. Deponent knows Mr. Sartwell, the respondent, having become acquainted with him in the summer of eighteen hundred and thirty-six. Deponent does not know, particularly, as to his pursuits or occupation.

Second. To the second interrogatory he saith, that he is aged forty-two years; his occupation is that of a merchant; he is copartner in the house of Robinson & Plumer, merchants in said Boston; for many years previous to eighteen hundred and thirty-nine they transacted business on City wharf, in said Boston, and at the times enquired of deponent lived in said Boston.

Third. To the third interrogatory he saith, that in the summer of eighteen hundred and thirty-five, the house of which he is a member, in company with three other houses, purchased of complainants about ten thousand acres of land, situated in the northwesterly part of Pennsylvania. At this time deponent became acquainted with Asa Sartwell, the respondent, who was interested in said lands, and was part owner of the same. Subsequently, and about three months after this, the complainants offered to deponent for sale, and urged upon him the purchase of certain large tracts of land in Pennsylvania, as described in a pamphlet by them published, and hereunto annexed and marked A; complainants offered said lands several times to deponent, and strenuously urged him to purchase them. Deponent had no means of knowing on whose account said lands were offered by complainants, other than by what was set forth in said pamphlet, nor does he know the precise extent of the exertions of the said complainants to effect sales of said lands; he has no doubt, however, that they were indefatigable in their efforts.

Fourth. To the fourth interrogatory he saith, he understood that complainants did not effect sales, and the reason why they did not, according to deponent's best belief, is to be attributed to the state of the times in the latter part of the year thirty-five, and the whole of thirty-six. During all this period, say from September, of the year eighteen hundred and thirty-five, to January, eighteen hundred and thirty-seven, the money market was in a most depressed state; business and enterprise *was* in a great measure at a stand, and besides, so disastrous had been the result of speculations in lands, mill property, &c., that in this part of the country, and particularly in Boston and vicinity, it was considered to be disreputable to be engaged in any enterprise of the kind, so that to be known to have adventured in such speculations wrought a serious injury to one's business credit at the banks; in fact, there existed during all this period such a depression in the business market as to render it almost impossible to effect sales of any but standard or stable articles of property.

Fifth. To the fifth interrogatory he saith, he only knows of the state of the New York city market for such lands during the period in question from common report. It was a matter of much notoriety at that time that in New York city, and, indeed, in all the northern Atlantic cities, speculations were at a dead stand, on account of the depression in business generally, and of the disordered state of

the money market, and that it was almost impossible to induce purchases of any but standard and positively productive property.

Sixth. To the sixth interrogatory he saith, he knows of no advertisements or publication of the sale of said lands by complainants except the pamphlet hereto annexed. Deponent has good reason to believe that they offered and urged the sale of the lands referred to to many persons.

Seventh. To the seventh interrogatory he saith, that in the course of the first week of the month of August, in the year eighteen hundred and thirty-six, Mr. Sartwell, the respondent, (with whom the deponent had become acquainted through the complainants' having purchased, as he has already stated, a portion of ten thousand acres of land of said complainants in the year eighteen hundred and thirty-five, in which land said respondent was interested,) called upon deponent and urged upon him the purchase of lands, being the same described in said annexed pamphlet. Deponent had before seen and read a description of said land. Said Sartwell shew to deponent one of the same editions of pamphlets hereto annexed. On certain conditions deponent undertook to influence the United States Land Co., of which deponent was a member, to purchase said lands. After some negotiation, the officers of that company bargained for the Kersey tract of about one hundred thousand acres, upon the condition that they answered the description set forth in said pamphlet. Deponent proceeded in company with Sartwell and others to examine said lands, and the result was that the said land company bought the Kersey tract and about fifty-five thousand acres of the Bingham lands. It was not usual in this part of the country, during the season or period of speculation so called, for the parties to advertise publicly for sale lands or mill privileges, or quarries of stone or marble, but in most, if not in all cases, the negotiations for sales and purchases were conducted with much secrecy. It was thought to be impolitic to give that publicity to such transactions which is usually practised in the sale and purchase of staple articles. The purchasers of the land in question relied in making the original contract exclusively in the description as contained in said pamphlet.

Eighth. To the eighth interrogatory he saith, that he knows nothing further of any importance to the complainants.

S. ROBINSON.

The deposition of Edward Smith.

Edward Smith, of Bangor, in the county of Penobscot, and State of Maine, merchant, at present in the city of Boston, and Commonwealth of Massachusetts, being duly cautioned, examined, and sworn, answereth, and—

First. To the first interrogatory he saith that he has no personal knowledge of the respondent; he is acquainted with both of the complainants. He first knew them in the summer of eighteen hundred and thirty-five, at which time they were transacting business in said

Boston as brokers and general agents. Their reputation and capacity stood very high—so much so that deponent singled them out from the numerous agents and brokers in Boston, and employed them to effect sales of two townships of land in the State of Maine. They succeeded much to his satisfaction in selling seven-sixteenths of the two townships at six dollars per acre, amounting to about one hundred and twenty thousand dollars, to such good purchasers, that I realized the money for the notes which were given in part payment. The house in said Bangor of E. and S. Smith, of which I was a copartner, owned a charter entitled "The Bangor and Piscataquis Canal and Railroad Company," and, in order to construct a railroad under it from Bangor to Old Town, a distance of about eleven miles, said house employed said complainants to dispose of two thousand shares, being two-thirds of the capital stock, each share of which was subject to an assessment of one hundred dollars per share. They readily disposed of twenty-one hundred and fifty shares of said stock to subscribers, all of whom paid seven dollars per acre for the privilege of said subscription. No assessments having then been paid or called for, all of said purchasers consummated their respective purchases by paying said bonus, and the assessments as called for, either in cash or by notes, as required. Deponent was vice-president of said company, and had full means of knowing these facts. Deponent also knows of the complainants' undertaking to dispose of a mill property in said Bangor called the Kendusky mills, on the river Kendusky; in this property deponent was interested, and, although it was so late as September of the year eighteen hundred and thirty-five, and many obstacles arose to check the enterprise, the complainants succeeded in effecting a sale, one-third of the purchase money being paid in cash, and the rest secured by notes. The assumed value of said property was thirty-six thousand dollars, and it was disposed of in shares at that price. From deponent's knowledge of Henry Williams, one of the complainants, he has no hesitation in saying that his character and skill as a broker at the time inquired of stood high, and deponent employed him in preference to any other broker in Boston, *as* should do so again, as all his transactions were perfectly satisfactory.

Second. To the second interrogatory he saith, that his age is forty-one years. He has for many years been engaged in land speculations and mill property; he has also been engaged in trade in merchandize. Deponent's house has been the owner of lands to near a million of dollars. Deponent's residence at the time inquired of was in Bangor aforesaid.

Third. To the third interrogatory he saith, that late in the autumn of eighteen hundred and thirty-five, and repeatedly after and during eighteen hundred and thirty-six, the complainants offered deponent, and to other persons, to deponent's knowledge, certain lands in the northerly part of Pennsylvania, and being the same which are described in the pamphlet hereto annexed, and marked A. Deponent has no knowledge upon whose account the lands were offered, excepting as was set forth in said pamphlet. The complainants strongly

urged the sale. In July, eighteen hundred and thirty-six, deponent agreed verbally to purchase two of the tracts as described, conditioned that on examination they answered the description. Deponent was to have sent a man to examine them, but owing to the embarrassments of the times, deponent neglected to do so until some time in the month of September of that year, when Henry Williams, one of the complainants, informed deponent that the lands were sold.

Fourth. To the fourth interrogatory he saith, he cannot say whether complainants sold said lands or not; he did not take the quantity he had intended, nor did he examine them, and it was solely on account of the bad times. The money market was then very much embarrassed, and it was very injurious to the business credit of any person to have it known that he was engaged in any such speculations, and there was a general aversion to embark in speculations throughout all the year eighteen hundred and thirty-six; and the feeling was not confined to Boston, but extended to New York and all the eastern and Atlantic cities.

Fifth. To the fifth interrogatory he saith, he was constantly acquainted with the state of the New York market for lands, during the year enquired of, and deponent's co-partner, Samuel Smith, spent much of his time there, with a view to dispose of lands. There was then a general indisposition to buy, and pay cash or good notes; but a good deal was then done in land sales by the way of barter. Deponent recollects that from time to time, and frequently, said Henry Williams inquired of deponent the state of the New York market for lands, with a view, as he said, of going there to sell his Pennsylvania lands. Deponent cannot recollect how he answered such enquiries at the time, but his belief now is, that he wholly discouraged said Williams from going there to attempt to sell said lands.

Sixth. To the sixth interrogatory he saith, that he never saw the parties together, and never heard any conversation between them. Deponent's opinion of the cause of the failure to sell said lands, he has already stated, and that was the state of the times, and the state of the money market.

Seventh. To the seventh interrogatory he saith, he knows of none except the publishing of the pamphlet he has already mentioned, and its distribution among those who might be expected to adventure; and deponent believes that such distribution was made to a liberal extent.

Eighth. To the eighth interrogatory he saith, he knows of nothing beyond what he has already stated, except that it is a matter of perfect notoriety, that in the New England States, particularly in the large towns and cities, it was very unusual to advertize in newspapers, or by any public notice, large tracts of wild lands for sale, and that almost the whole of such transactions were conducted with much secrecy.

EDWARD SMITH.

[*Copy of printed pamphlet, marked A, referred to in the foregoing depositions.*]

H. and R. Williams, as agents for Asa Sartwell, propose to sell the following described tracts of lands, situated in the westerly part of Pennsylvania. They propose to dispose of these lands in shares of one thousand dollars each, say in 317⅛ shares.

It is possible that before the execution of the deeds to the company proposed to be formed, that some portion of the lands may be sold by the owners; and, in that event, it is expressly agreed by the sellers, that the company formed shall have the benefit of the sales if they are at higher prices than those affixed to these proposals, and that the amount of such sales shall be deducted from the aggregate cost of the lands at the prices as hereafter described.

As some part of the lands proposed to be sold may be disposed of by the agents authorized to sell, before the company for the purchase of them shall have been fully completed; in that case, it is understood and agreed upon, that no fractional, or slight alteration in the quantity of any one or more tracts, shall, in anywise, affect the contract entered into by the parties. That is, the parties shall be bound to take and settle for the lands that are left unsold at the time fixed for the closing of the subscriptions.

The following are the lands embraced in the proposals, viz:

1st. A tract of land containing 96,306 acres, situated in the counties of Jefferson and Clearfield, on the waters of the Big and Little Toby's creeks. Taken as a large tract, these lands are not surpassed in value, taking into view the nature of the soil, the amount of valuable timber, and the facilities of getting it to market, by any other tract of land in Pennsylvania, or in all America. For a particular description of them, reference is made to the statement of Col. John Wilson, who has personally examined them. This tract it is proposed to sell at the price of one dollar fifty cents per acre, amounting to $144,459.

2d. A tract of land containing 19,800 acres, situate in Jefferson county, on the waters of Toby creek and Great Mill creek.

This tract, on examination by said Col. Wilson, is found to be of excellent quality, and to contain five thousand feet, at least, of very first quality pine timber per acre, besides nearly an equal amount of other valuable timber, and well adapted to farming purposes. It is offered at one dollar and forty cents per acre, amounting to $27,720.

3d. A tract of land situate in McKean county, on the waters of the Tunanguant creek, which empties into the Allegany river, containing 35,200 acres. This is, in all respects, a very superior body of land, and is rendered essentially more valuable on account of its contiguity to the railroad from the city of New York to Lake Erie, which it is expected will pass within four miles of it. It is distant from Lake Erie less than sixty miles, and when the railroad is completed there will be a ready market for lumber, and all farming pro-

duce, on the shores or Lake Erie, in addition to the existing certain markets down the Allegany river. This tract is offered at one dollar and seventy-five cents per acre, amounting to the sum of $61,600.

4th. A tract of land situate in Jefferson county, on the waters of the Big Mahoning, which empties into the Allegany river, containing ten thousand acres. This is a very heavy timbered tract of land; is estimated to contain at least eight thousand feet of pine timber to the acre, which, with moderate expense, can be made perfectly accessible to navigable waters, and is, besides, excellent farming land. It is offered at one dollar and fifty cents per acre, amounting to the sum of $15,000.

5th. A tract of land situate in Jefferson county, on the waters of the Big Mahoning, containing 40,000 acres. This tract contains four to six thousand feet of pine timber, and much other valuable timber, per acre, and is good farming land. This tract is offered at the low price of one dollar 1-8 per acre, amounting to the sum of $45,000.

6th. A tract of land situate on the waters of Stump Creek, containing 3,000 acres. This tract is a very select one, and is estimated to contain twelve thousand feet of pine timber to the acre, and is excellent land for farming purposes. This tract is offered at two dollars and twenty-five cents per acre, amounting to $6,750.

7th. A tract of land situate in Jefferson county, on the waters of Sandy Lick creek and Big Mohaning. This tract contains 11,065 acres; has on it, by Col. Wilson's estimate, eight thousand feet of pine per acre, and is, a good proportion of it, fine bottom land. This tract is offered at one dollar and fifty cents per acre, amounting to $16,597 50.

RECAPITULATION.

1st.	96,306	acres at	$1 50	$144,459
2d.	19,800		1 40	27,720
3d.	35,200		1 75	61,600
4th.	10,000		1 50	15,000
5th.	40,000		1 12½	45,000
6th.	3,000		2 25	6,750
7th.	11,065		1 50	16,597 50
	215,371	acres,		$317,126 50

Annexed is a general statement from the pen of Col. John Wilson, of the character of the lands, and of the country generally, in the westerly part of Pennsylvania, which, it is thought, is well worthy the attention of all who may become purchasers of the lands of Mr. Sartwell.

In proof of the value and quality of the tracts of land aforementioned, we annex the certificates of Col. John Wilson, of Deerfield, Mass., who has explored and examined most of the lands; of John

I. Y. Thompson, Esq., deputy surveyor of Jefferson county; of Hiram Paine, Esq., deputy surveyor general of McKean county; of Colonel William T. Wilcox, resident of McKean county; of John and James Hervie, residents of McKean county, who have examined some of the lands; of James L. Gillis, Esq.; and of Solo. Sartwell, Jr., Esq., sheriff of the county of McKean. Abundant evidence of the character and veracity of all these gentlemen is in the possession of the sellers, which can be exhibited, if desired, but which it is deemed superfluous here to offer.

Lands warranted in the name of J. Parker.—Shaded pink.

Tracts No. 3973 & 3955, situated a little north of the village of Punxsutawney and on two branches of Elk Run, which falls into the Mahoning; Elk Run at this place is not large enough for rafting, but has sufficient water to carry a saw-mill six months in a year. The white pine timber on both those tracts is of very fair quality, and will certainly give 10 M. feet to the acre on both tracts. The soil is good for farming purposes. The timber besides pine is beech, sugar maple, hemlock, black and white oak, some walnut, white ash, and chestnut interspersed.

The nine tracts situated on the Sandy Lick and Mill creek comprise a valuable body of land, and have a number of excellent mill sites. These tracts are well timbered with pine, much of it of good quality, but some of it is small, and will give but little clear stuff. There is a good proportion of good bottom land on the streams; some parts of the uplands are rough and stony, but generally of good quality. This body will average 8 M. feet to the acre, of pine.

JOHN WILSON.

Deerfiield, Mass. October, 1835.

Lands warranted in the names of Dr. William Cathcart and Henry Geddes. Shaded yellow; 5 tracts, No. 5735, 3874, 3870, 3566, and No. ——. These tracts are situated on the Mahoning creek and its waters. These lands are of fair quality for farming. The pine timber will average 5 M. to the acre. There is also some cherry and white wood. Prevailing timber, beech, sugar maple, hemlock, and some oak and chestnut.

Tracts No. 3860, 3851, and 3808, are situated on the Sandy Lick creek. These tracts are finely situated for lumbering, the creek passing through them, as shown by plan No. 1. These lands have fine bottoms on the stream, with good uplands back, and will average 5 M. feet, or more, of merchantable pine to the acre. Bituminous coal of superior quality is dug in the bed of the Sandy Lick, near these lands. The stream affords good mill privileges, and logs are floated down from above these lands.

JOHN WILSON.

October, 1835.

Holland lands.—Shaded deep green. The Holland lands are war-

ranted in the names of W. Willink, and Leroy & Co. They are shaded deep green on the plan No. 1.

Tracts No. 2967 and 2970, situated on the Sandy Lick creek, are of an excellent soil of land, a considerable proportion of which is good bottom land—the creek passing through both tracts. The pine timber on these tracts is of fair quality, and will produce 4 M. feet to the acre. Average distance to haul to the creek, 100 rods.

The 10 tracts situated on the Mahoning; the land is in general of an ordinary quality. The pine timber is rather of a small size, and ordinary quality, giving but a small proportion of clear stuff. They will average 5 or 6 M. to the acre of pine, besides some cherry, white wood, cucumber and white ash.

JOHN WILSON.

Deerfield, October, 1835.

The Kersey lands, so called, warranted in the names of James Wilson and William Wallace, are situated on the Big Toby and Little Toby creeks, and their tributaries, which streams make up the Clarion river.

I have personally examined all the tracts of these lands, situated immediately on the Little Toby and Brandy Camp creeks, comprising a body of about twenty thousand acres. These tracts, which I have particularly examined, I have no doubt will average twelve thousand feet of good white pine to the acre; in addition to this, there are considerable quantities of black cherry, white wood, cucumber, and white ash, all of which are valuable for lumber. The greatest quantity of timber on these lands are beech and sugar maple; there are also scattered through the forest considerable chestnut, walnut, butternut, black and white oak, hemlock, all of which grow to a very large size. Bituminous coal is found in great abundance and of excellent quality. Limestone is also found in several places, and at one quarry has been burned. Iron ore is said to be abundant here, of superior quality, some of which was shown me, but I cannot judge of its quality. There are several salt licks on these lands, which it is believed would, by boring, yield a sufficient supply of salt for this section of the country. After having examined the lands above mentioned, I proceeded to take a general view of the Kersey lands, as shown on plan No. 2, and enclosed by the pink line, making, in the whole, about 100,000 acres. This I did by passing over it in different directions. The examination which I last made fully confirmed me in the good opinion I had formed of these lands from the examinations I had made of particular tracts; and although I cannot say that the quantity of pine timber is as great on the whole body as on those tracts which I did examine, yet I do believe the whole will average 5 M. feet to the acre, of good pine, with the addition of large quantities of black cherry, white wood, cucumber, and white ash.

The soil, so far as I have seen, is generally good, and a large proportion of it very good farming land, having broad tracts of bottom land on the streams, and rising gradually back into a diversified, roll-

ing country, of a rich soil, well adapted to wheat and other kinds of grain, as well as grass and pasturage. The fruits of New England grow in great perfection. A grey sandstone is found in beds sufficient for use, but not scattered over the ground generally. All parts of these lands are well watered with pure springs and rivulets, while the larger streams afford water power to almost any extent, and give good facilities for rafting lumber to market, either at Pittsburg or Cincinnati.

JOHN WILSON.

Deerfield, October, 1835.

The following description of the Kersey lands is copied from the Field Book of John I. Y. Thompson, Esq., Deputy Surveyor for the county of Jefferson, Pa., viz:—

"Wilson and Wallace lands."

"The tract of land warranted in the name of James Wilson, and Samuel Wallace, containing about 100,000 acres, is situate on the waters of Sandy Lick creek, a branch of Red Bank; also on the Sinnemahoning, a branch of the Susquehanna river; also on Little Toby creek, a branch of the Clarion river; also on Elk creek, and the east branch of the Clarion river. As regards quality of timber and soil, it stands unrivalled, as a body of land, in the counties of Jefferson and Clearfield. In speaking of the quality of the soil, I must not be understood to say that it is all good; some part is very rough; but take it as a body of land, it is very fine; much of it is fine sugar and beech land, with a black, rich, deep soil, finely watered with springs of the best water in the country. The timber is white pine, white wood, cucumber, black cherry of the best kind, sugar maple, beech, and hemlock. There is a large quantity of white pine of the best quality. It is the best tract of pine land in the counties of Jefferson and Clearfield; as regards quality, it will average at least one-third clear stuff. I think the whole tract together will average 10,000 feet of boards to the acre. There is also plenty of bituminous stone coal in all places over the tract; also I know of a number of limestone quarries, and I have no doubt it is plenty all over the tract. I have made a map or draft of the above described tracts of land, from the original in my office, which was made by the deputy surveyor, who executed the warrants and made the surveys, and I think it is very correct. There are several leading roads running through this tract; a turnpike from Milesburg to Smithport, a county road from Brookville to Ridgway, (also a State road from Indiana to Ceres in McKean county, but not opened yet,) also a county road from Horton's to the Sinnemahoning at Werner's Mills."

A true copy made by me.

Attest: JOHN WILSON.

A list of land belonging to Benjamin Jones and Andrew M. Jones, situate in the county of Jefferson, Pennsylvania, viz:

Warrrant No.	Acres.	Warrant No.	Acres.
3251 -	990	3243 -	990
3232 -	990	3242 -	990
3231 -	990	3237 -	990
3685 -	990	3229 -	990
3253 -	990	3223 -	990
3228 -	990	3227 -	990
3220 -	990	3044 -	990
3230 -	990	3111 -	990
3233 -	990	3114 -	990
3143 -	990	3140 -	990

We, the subscribers, having examined the above tracts of land, do certify that they are good arable lands, and generally free from stone, and they are generally first rate farming lands, and well adapted to the raising of wheat, rye, corn and other kinds of grain. They are timbered first rate; soft white pine, cherry, white wood, sugar maple, beach, and some hemlock about the streams; and will average, in our opinion, the following amount of timber per acre, when manufactured, viz:—of white pine, of trees that will average three feet in diameter at the stump, and one third clear stuff, five thousand feet per acre; of first rate cherry, clear from gum spots and other defects, and large trees, two thousand feet per acre; of white wood, one thousand feet per acre.

Witness our hands and seals, the 17th day of October, A. D. 1835.

WM. P. WILCOX,
JOHN HUIE,
JAMES HUIE,
F. O. UPDIKE.

I hereby certify, that I am personally acquainted with the above named gentlemen, and believe them to be men of truth and veracity.

October, 1835.

JOEL BISHOP,
Associate Judge of McKean Co.

I hereby certify that I am personally acquainted with some of the above named gentlemen, and believe them to be gentlemen of truth and veracity.

October, 1835.

JAS. OTTO,
Associate Judge of McKean Co.

I certify, that I have been on some of the land identified by the above warrant numbers, and from personal examination and information derived from undoubted sources, I am of the opinion that the above description of the land is correct. I am intimately acquainted with Col. Wm. P. Wilcox, who signed the above certificate; he is a gentleman of the first respectability and of tried integrity and

veracity, and I believe he is universally esteemed as such by all who know him.

HIRAM PAYNE,
Deputy Att'y Gen. of McKean and Potter Co., Penn.

Smithport, Oct. 20, 1835.

I certify, that I have personally examined a considerable part of the land made up of the several warrant numbers contained in the foregoing schedule, belonging to Messrs. Benj. and Andrew M. Jones, which land is enclosed within the pink line on plan No. 3, accompanying this; so far as I examined these lands, I found them generally of an excellent quality, a little undulating, and well adapted to the growth of wheat and all other grains, together with grass. It is finely watered with living springs and streams of the softest and purest kinds. The west branch of Toby Creek passes through these lands, and furnishes sufficient water for rafting down in freshets, and for mills at all seasons of the year; there is considerable rich bottom land on this stream and its branches. The pine timber on these lands is of large size and excellent quality, and so far as I was able to judge, not over-rated in the certificates of Col. Wm. P. Wilcox and others. I also saw much black cherry of large size and good quality; white wood, cucumber and bass wood, together with black and white oak, chestnut, white ash, walnut and butternut, all of large size, are sprinkled through the forest, and occasionally steep stony hemlock ridges are found near the streams. Iron ore and stone coal are said to be here in abundance.

JOHN WILSON.

Deerfield, October, 1835.

A list of lands belonging to the heirs of William Bingham, deceased, situate in McKean county, Pennsylvania.

Warrant, No.	Acres.	Warrant, No.	Acres.
4335	1100	3306	1100
4334	"	3313	"
3427	"	3319	"
4008	"	3655	"
4336	"	3309	"
4009	"	3310	"
3489	"	3320	"
3490	"	3332	"
3907	"	2287	"
3906	"	3905	"
3498	"	3321	"
3497	"	3329	"
3350	"	3286	"
3316	"	2285	"
3317	"	2233	"
3337	"	2283	"

I do hereby certify, that from personal examination, I am fully satisfied that the territory of land embracing the above warrant numbers will average five thousand feet of good white pine timber per acre. There are also in many places considerable quantities of cherry, cucumber, and white poplar, of good quality. For farming, the land is equal, if not superior, to any in the county.

HIRAM PAYNE,
Deputy Surveyor of McKean County, Pa.

Smithport, October 20, 1835.

The tracts of land shown above, by their warrant numbers, are situated on the Tunanguant creek, and adjoining the State of New York, (see plan No. 4.) I certify that I have carefully examined all the lands of this body, situated on the east side of the Tunanguant creek, and partially those on the west side of the same. That so far as I have examined, I have found them very superior, both for timber and soil; of that part on the west side, which I did not personally explore, I made particular enquiries of several persons on whom I could rely, all of whom agreed that it was equal, in every respect, to that part which I had seen, and that there was more cherry timber up the west branch, and high up Shepherd's run, than on the east side. The bottom lands on this creek are from one-half to three-fourths of a mile wide, and of a rich deep soil, and the uplands are equal to any I have seen for cultivation or pasturing. The principal growth of timber, besides white pine, is beech and sugar maple. The Tunanguant creek is sufficiently large for rafting at all seasons, as high up as the junction of the east and west branches, and in times of freshets, for a considerable distance up each branch. Iron ore and bituminous coal are in great abundance. The certificate of Mr. Payne, who accompanied me in the examination, I am satisfied is quite within the the truth as to the quantity of pine timber, if that part, which I did not see, is equal to that which I did examine, and this I have no reason to doubt.

The centre of this tract is about ten miles from the mouth of the Tunanguant, where it falls into the Allegany, opposite the contemplated railroad from New York.

On the whole, this is a very valuable body of land for farming purposes, and for the quantity and quality of pine and other kinds of timber, from its location; and from the iron and coal it contains.

JOHN WILSON.

Deerfield, October, 1835.

To all persons whom it may concern:

Know ye that I, Jacob Spangler, surveyor general of the commonwealth of Pennsylvania, reposing special confidence in the skill, abilities, and integrity of John J. Y. Thompson, Esq., have constituted and appointed, and by these presents do constitute and appoint him, the said John J. Y. Thompson, Esq., deputy surveyor, in and for the district composed of the county of Jefferson, with

full powers to execute all warrants and orders of survey that shall be by me to him directed, and the surveys so made, in pursuance of such warrants or orders, from time to time, to return into my office with all convenient speed.

Given under my hand and seal of office, at Harrisburgh, this eighteenth day of February, in the year of our Lord one thousand eight hundred and thirty-three.

JACOB SPANGLER, *S. G.*

JEFFERSON COUNTY, *ss:*

I, Thomas Hastings, recorder in and for the county of Jefferson, do hereby certify the foregoing commission to be a true exemplification of my record. In testimony whereof, I have hereunto set my hand, and affixed the seal of my office at Brookville, this 26th day of September, A. D. 1835.

THOMAS HASTINGS, *Recorder.*

STATE OF PENNSYLVANIA,
McKean County, ss:

I do hereby certify that Hiram Payne, Esq., has been duly commissioned deputy surveyor of the commonwealth of Pennsylvania, for the county of McKean; that he now acts in such capacity, and that full faith and credit are given to his officiate acts as deputy surveyor, aforesaid.

In testimony whereof, I have hereunto set my hand, and have affixed the seal of the recorder of said county of McKean, this seventeenth day of October, anno Domini, 1835.

L. R. HAWKINS,
Deputy Recorder, &c.

To all whom it may concern:

The undersigned do hereby bear testimony, that Hiram Payne, Esq., deputy surveyor of the State of Pennsylvania, for the county of McKean, is a gentleman of integrity and ability, well qualified to act in that capacity, and that he gives general satisfaction in the performance of his official duties.

L. R. HAWKINS,
JOHN E. NILES, *J.P.*,
ABNER LULL, *J. P.*,
JOS. CUE,
Associate Judge, in and for McKean County.

Smithport, Pa., October 17th, 1835.

General view of the country, situated west of the Allegany mountains, on the head waters of the Allegany and Susquehannah rivers, comprising the counties of McKean and Jefferson, together with the westerly part of Clearfield county—all in the State of Pennsylvania.

In the early part of September last, I went into this section of country for the purpose of exploring it, having particular regard to

white pine timber; at the same time not to pass over other advantages this country might possess unnoticed.

In regard to *pine timber*, I found immense quantities on these lands. I do not mean that they are all covered with pine; there is almost every kind of timber in these lofty forests that I have ever seen in New England, and some kinds that are not found there. The forest trees here are of a much larger size than those in the eastern States. White pine timber is generally found in the largest quantities near the streams, sometimes sprinkled among other kinds of timber, and sometimes clothing the neighboring ridges, and side hills in thick forests alone. That which is mixed with hard wood is always the largest and best. That which grows thick is not generally so clear and soft. In addition to the pine timber, there are other kinds, of equal, and even of greater value for lumber, such as white wood, cucumber, white ash, and cherry, all of which are manufactured and sent to market. Black and white oak grows here of very large size, and I see no reason why they may not profitably be converted into staves or ship plank. The prevailing kinds of timber are beech and sugar maple. Hemlock is sometimes mixed with hard wood, and often grows in thick forests, on the northern declivity of hills.

Face of the country.—This is somewhat variegated; on the streams considerable tracts of level, fertile bottom lands are found; sometimes with only here and there a tree, with tall grass or weeds covering the surface; or perhaps majestic pines, with lofty shagbarks, butternuts, white oak, sugar maple, and cherry, are in heavy growth. Back from these meadows the country generally rises, with an easy slope, into moderately elevated uplands, presenting an undulating surface; sometimes a pretty steep hill, covered with grey sandstone of the country, shuts down upon the interval skirting the streams.

Soil and productions.—The interval lands are of a rich, deep, loamy soil, a little mixed with clay. These lands are well adapted to Indian corn, and all other kinds of grain raised on the rich alluvial lands on Connecticut river; whilst wheat is raised cheaper and with more certainty of crop. The uplands also are generally of a strong, rich soil, well adapted to the culture of wheat and other grains, as well as grass, to which it is very natural, and makes excellent pastures. All the fruits of New England grow here in great abundance and perfection, if cultivated. The lands are not generally stony, yet enough stone is found, of good quality, for building purposes, in patches all over the country.

Climate.—The climate is somewhat milder than New England. Sleighing generally commences about the middle of January, and lasts for six or eight weeks. Cattle of the new settlers are sometimes kept through the winter without fodder, and hogs frequently take to the woods in autumn and there live on mast till spring, and then fetch home a numerous family to their owner.

Minerals.—Stone coal, of the bituminous kind, is found here in great abundance and of excellent quality. Rich beds of iron ore have been found, none of which has yet been worked. Limestone

has also been discovered in many places, and at two or three quarries it has been burned. Salt licks are found in different places, and no doubt is entertained that, by boring, large quantities of salt might be made. These licks are frequented by deer and other animals.

Water.—Wherever I have been, this section is plentifully supplied with durable springs and streams, of the softest and purest water in the world. There are also many streams of sufficient size for water power, to almost any extent, as well as for rafting lumber to market.

The contemplated canal, from Philadelphia to Lake Erie, passes through this section of country; a considerable portion of which has already been made by the State, and no doubts are entertained that it will soon be completed, opening a direct communication through this country from Lake Erie to Philadelphia.

On the whole, this country holds out strong inducements to the emigrant or capitalist. It is perfectly free from any local disease, and as healthy as any part of New England. Ardent spirits are rarely kept at the stores or public houses, and never used in private families; but temperance and hospitality, among all classes of people, every where prevail. The lands are of an excellent quality, and produce commands a high cash market at home. The pine and other kinds of timber will for many years supply vast quantities of lumber for market; whilst the coal, the iron, the lime, and salt, will remain inexhaustible sources of wealth to after generations.

JOHN WILSON.

Deerfield, October, 1835.

We, the subscribers, being residents of McKean and Jefferson counties, Pennsylvania, do certify that we have a good knowledge of the lands above described, having traversed them in various directions, and at various times, for the last ten years; and we have no hesitation in saying, that as a body of land, in fertility of soil, the amount of valuable pine and other timber, its iron ore, stone-coal, and limestone, it is not surpassed by any other tract of land in the United States. We have also examined the certificates of Col. John Wilson and others, and can vouch for their correctness. So far as relates to Col. John Wilson's, we think his estimate of the quantity of timber is too low. Some of the tracts, we fully believe, have at least double the quantity of timber he has represented.

Witness our hands, at Boston, November, 1835.

S. SARTWELL, Jr.,
Sheriff of McKean County, Pa.
JAMES L. GILLIS,
Treasurer of Jefferson County, Penn.

The inducements to purchase these lands are, in the first place, that they are very cheap. Lands of no better quality as to timber, and vastly inferior as farming lands, have been sold in the State of Maine at from five to ten dollars per acre. These lands, taken in the

aggregate, are offered at less than one and a half dollars per acre. They are all situated on navigable waters, where the timber can be taken to good markets, and at very moderate expense. Boards are conveyed from Pittsburg to New Orleans at but little more expense than it costs to freight them from Bangor to Boston. As to markets for lumber from these lands, it is a notorious fact that the whole western country, from Pittsburg to New Orleans, is entirely dependent on them. There is no white pine in Ohio, in Kentucky, in Illinois, or in Indiana, or if any, but a very limited quantity. With the rapidly increasing settlement of the great west, can there be a doubt that for fifty years to come there will be a constantly increasing demand for white pine timber? There is none. At present the prices are such as to afford as good profits to the manufacturers and dealers in lumber as is obtained in the State of Maine; and in the course of the next ten years it is reasonable to expect that lumber will advance nearly or quite a hundred per cent. This is especially to be expected, as the white pine timber lands in the west are almost exclusively limited to the waters of the Allegany, and are of a very limited extent. Within thirty miles of the northermost tract of these lands, other lands in the State of New York not superior are selling at as much as four dollars per acre, the seller retaining all the white pine timber; and they are no better situated as to markets than these. These lands have been selected by Mr. Sartwell, who has been a dealer in lands resident where they are situated about nine years. His object has been to secure the *the* major part of the most valuable timber lands in that region. He knows that he has been successful. We state with the utmost confidence that the operation cannot be repeated; that there is not another so large a body of timber lands in that region, and, too, that lands of the same and of vastly inferior quality are held at more than double the price asked for these. It is reasonable to believe that these very lands will command three or four times the present price within the credit on which it is proposed to sell them. The internal improvements resolved upon by the governments of the States of New York and Pennsylvania cannot fail of greatly enhancing their value. On the whole, no lands that have been offered in the northern section of our Union present so flattering an inducement to the man of enterprise, in all respects, as these.

This printed pamphlet was exhibited to Shadrach Robinson and Samuel Smith, the witnesses, and by them testified to at the time of examination before me.

THOMAS A. DEXTER, *Commr.*

S. ROBINSON,
E. SMITH.

IN THE CIRCUIT COURT OF THE UNITED STATES,
for the Western District of Pennsylvania in the Third Circuit.

No. 4, of November Session, 1837.

HENRY WILLIAMS AND ROBERT WILLIAMS, citizens and residents of Massachusetts,
vs.
ASA SARTWELL, a citizen and resident of Pennsylvania.
} In Equity.

And now to wit, March 16, 1839.

Rule on part of complainants to take depositions of witnesses in Boston, in the State of Massachusetts, by virtue of agreement filed.

(Copy.) From the record.

E. J. ROBERTS, *Clk.* [SEAL.]

CIRCUIT COURT OF THE UNITED STATES,
for the Western District of Pennsylvania

HENRY WILLIAMS AND ROBERT WILLIAMS
vs.
ASA SARTWELL.
} In Chancery.

Interrogatories filed by the complainants, in pursuance of an agreement of parties, of January 7, 1839, on file in this cause, to be propounded to witnesses, to be examined at Boston, in the State of Massachusetts, on the part of the said complainants, under rule to be issued by virtue of the said recited agreement.

Interrogatory first. Are you acquainted with the parties to this cause? If yea, state your knowledge of them, their pursuit, or occupation and capacity, or character in the business they pursue.

Interrogatory 2d. What is your own age, pursuit, or occupation, and your residence in the years 1835 and 1836?

Interrogatory 3d. Do you know of the complainants offering for sale wild lands in the State of Pennsylvania at any time? If yea, when and how often? what lands they were, as nearly as you can describe them? for whom, and on whose account, and generally what exertions and with what success they offered these lands for sale?

Interrogatory 4th. Did the said complainants effect sales of the lands thus offered by them? If not, why not? Do you know of any circumstances connected with the state of the market, or the demand for lands, which had influence over said sales? If yea, state your knowledge, &c.

Interrogatory 5th. Do you know the state of the market for such lands at New York city, during said years? If yea, state your knowledge, &c.

Interrogatory 6th. Do you know of any transactions, negotiations, conversations, or occurrences between the parties to this suit, respecting said wild lands, their sale, the reasons of failure to sell, &c.? If yea, state them.

Interrogatory 7th. Do you know of any advertisement, publication, or other acts of said complainants, touching said lands, and for the promotion of the sale thereof? If yea, state the same fully and at large.

Interrogatory 8th. Do you know of any other fact, matter, or thing connected with these lands, or the transactions of the parties concerning them, which may be of benefit to the complainants? If yea, state the same fully, and at large, as if specially interrogated thereunto.

JAMES S. CRAFT,
Sol'r for Complainants.

A true copy.

E. J. ROBERTS, *Clk.*

March 14, 1839.

CIRCUIT COURT OF THE UNITED STATES,
For the Western District of Pennsylvania.

HENRY WILLIAMS and ROBERT WILLIAMS *vs* ASA SARTWELL. } In Chancery.

Cross-interrogatories to be administered to witnesses, to be examined by complainants, under a rule to be issued on their direct interrogatories of 14th March, 1839, on part of respondent, as follows:

Cross-interrogatory 1st. What was the occupation or pursuit of complainants in the years 1835 and 1836?

Cross-interrogatory 2nd. What were the habits as to temperance and sobriety of the complainants, especially those of Henry Williams, in the years 1835 and 1836?

Cross-interrogatory 3rd. Was the character of the complainants, for sobriety, integrity, industry and business capacity, especially of Henry Williams, in the years 1835 and 1836, such that the community generally in which they resided would have entrusted to them the management of great and extensive pecuniary interests?

Cross-interrogatory 4th. Were not the character and circumstances of the complainants, in the years 1835 and 1836, such that the sober and respectable portion of the community would not have entrusted to their management, transactions requiring great business skill, promptness and capacity?

Cross-interrogatory 5th. If you know of the complainants being engaged in the sale, or attempt to sell wild lands in the State of Pennsylvania, in the years 1835 and 1836, which of them had the

principal charge or management of such transactions? Was it not Henry Williams?

Cross-interrogatory 6th. If you know of the complainants offering for sale wild lands in Pennsylvania, in the years 1835 and 1836, to what person or persons do you know of their making such offers? And did not their failure to sell arise entirely or mainly from their utter incapacity to manage properly such business, and the want of confidence in their representations and ability to perform their engagements?

Cross-interrogatory 7th. Was not the state of the money market in Boston in June and July of the year 1836, as favorable for the sale of wild lands as in August of the same year?

Cross-interrogatory 8th. Do you know of the complainants or either of them making any exertions to sell wild land of respondent in the city of New York, or elsewhere out of the city of Boston, in the years 1835 and 1836; and were the complainants or either of them, to your knowledge, in the city of New York, in the years aforesaid, in relation to said business?

Cross-interrogatory 9th. If you heard any conversation between the complainants and respondent in relation to the sale of wild lands in Pennsylvania, when and where did such conversation take place, and what did respondent say in relation to his refusals for such lands, and their having expired, and any further agency of the complainants? State fully all that was said by both parties.

Cross-interrogatory 10th. Do you know any other matter or thing material to respondent in this case? If so, state it fully.

METCALF, LOOMIS & MARKS,
Solicitors for Respondent.

March 16th, 1839.
A true copy. E. J. ROBERTS, *Clerk.*

COMMONWEALTH OF MASSACHUSETTS,
Suffolk County, City of Boston, ss.

Be it remembered, that on the fourth, fifth, eighth, tenth, fifteenth, sixtenth, seventeenth, twenty-third, twenty-fourth, and twenty-sixth days of April, in the year of our Lord eighteen hundred and thirty-nine, at the city of Boston aforesaid, and before me, Thomas A. Dexter, a commissioner, duly appointed by the authorities of the commonwealth of Pennsylvania, within and for the commonwealth of Massachusetts, resident in said Boston, and duly qualified to take depositions to be used and read in said Pennsylvania, appeared James L. Homer, James L. P. Orrok, John S. Tyler, Ebenezer T. Farrington, Robert Fuller, John W. Rodgers and William Fisk, all of whom are personally well known, and are the persons who have respectively signed the seven depositions hereto annexed; and being severally carefully cautioned, examined and sworn by me to testify the truth, the whole truth and nothing but the truth, they severally made oath to the truth of the annexed depositions by them respec-

tively subscribed; said depositions were reduced to writing by me, and were taken by me in, and virtue of the annexed rule at the request of Robert Williams, et al., to be read in evidence in an action in equity, now pending in the Circuit Court of the United States, for the western district of Pennsylvania, in the third circuit, next to be holden at Pittsburgh, within and for said district, on the first Monday of May, A. D. 1839, in which action Robert Williams and Henry Williams are the complainants, and Asa Sartwell is the respondent. The deponents living in said Boston and its vicinity, and more than one hundred miles from said Pittsburgh, is the cause of taking these depositions. I hereby certify that I am not now, and never have been of counsel to either of said parties, and I am in no way interested in the event of said action.

THOMAS A. DEXTER,
Commissioner.

Costs of taking these depositions.

Commissioner's fees, - - -	$40 00
Deponents' fees and travel, - -	8 40
	$48 40

Certified by me.

THOMAS A. DEXTER,
Commissioner.

Depositions of witnesses produced, sworn and examined, under and by virtue of an agreement filed and rule issued out of the Circuit Court of the United States, for the western district of Pennsylvania, in the third circuit, in a certain cause in equity therein depending and at issue, between Henry Williams and Robert Williams, complainants, and Asa Sartwell, respondent.

The Deposition of James L. Homer.

James L. Homer, of the city of Boston and Commonwealth of Massachusetts, newspaper editor, being duly cautioned, examined and sworn, and answereth, and

First. To the first direct interrogatory he saith, that he is acquainted with the complainants; he has no knowledge of respondent. Deponent has known Henry Williams familiarly for more than fifteen years. Deponent had known Robert Williams for many years previous to the year eighteen hundred and thirty-four. Messrs. H. & R. Williams stopped payment in the month of January of that year. In the month of April following, they commenced the business of brokers, and proposed to transact merchandize, real estate and money brokerage. In this business they continued for several years: of their capacity and characters, deponent declares to the best

of his knowledge and belief, that they were considered capable to as great an extent as any other brokers in the city, and that their characters, in all respects, were considered fair and irreproachable.

To the second direct interrogatory, he saith he is forty years of age. Deponent is now, and for many years has been, an editor of a public newspaper in Boston, called the "Daily Commercial Gazette." Deponent is a native of Boston, and has always resided there.

Third. To the third direct interrogatory, he saith, he knows that at the times inquired of, the complainants did offer for sale lands situated in Pennsylvania, on or near the Allegheny river. Among other persons, they offered said lands to deponent, and to deponent's partner. Said lands were described in a certain pamphlet, hereto annexed, and marked A, which, at the instance of Henry Williams, deponent caused to be printed. Late in the year eighteen hundred and thirty-five, deponent printed a prospectus and description of said lands, a copy of which is the same annexed pamphlet, marked A. Subsequently, in the year eighteen hundred and thirty-six, deponent, at the request of Henry Williams, took a large number of the pamphlets as originally published, cut out many pieces of the same, and published it, with additional and new matter. Deponent understood at the time, this was directed to be done for the object of increasing the price of the lands, to meet an advance in the price of the same demanded by the holders of the lands, as a condition of the renewal of the bonds, or refusals for the same. As to the success of the complainants in making sales, deponent has no knowledge other than what he has derived from the declarations of Henry Williams; he knows that Henry Williams made personal exertions to sell them, but to what extent, he does not know. A copy of the revised edition of said pamphlet is hereto annexed, and marked B.

Fourth. To the fourth direct interrogatory he saith, that the complainants did not effect sales of said land, as they informed deponent; that they did not, deponent has every reason to believe, was owing to the scarcity of money, the precarious state of the money market, and the general indisposition to embark in speculations of the kind, almost universally prevalent in Boston during the period inquired of, and subsequently.

Fifth. To the fifth direct interrogatory he saith, he has no knowledge of the state of the market for land in New York in eighteen hundred and thirty-five, thirty-six, other than that in eighteen hundred and thirty-six it was well known and understood that all speculations there relating to land went hard; that little was done, and little encouragement was offered to embark in them.

Sixth. To the sixth direct interrogatory he saith, he never heard, and knows nothing of, any conversations between the parties to this suit. Deponent's belief is, that the failure to sell on the part of the complainants arose from the state of the times, and from the intrinsic difficulty in the case, growing out of the universal public sentiment in relation to such enterprises.

Seventh. To the seventh direct interrogatory he saith, he knows

of no advertisements, publications, or acts of the complainants, touching their efforts to sell and dispose of the lands inquired of, except the issuing the proposals containing the prospectus and description, and which deponent has already mentioned; and at the times inquired of, deponent states, of his own knowledge, that the advertising of lands for sale in the public newspapers was not practised by those desirous of disposing of lands; that all such enterprises were managed and carried on with as little display and notoriety as possible.

Eighth. To the eighth direct interrogatory he saith, he knows of no other matter or thing in any way important to the complainants.

Answers to the cross-interrogatories.

First. To the first cross-interrogatory he saith, that the complainants were brokers and general agents at the times inquired of. This fact is particularly known to deponent, from their advertisements in the newspaper of which the deponent then was, and still is, the editor.

Second. To the second cross-interrogatory he saith, that the habits of both the complainants, as to temperance and sobriety, were unexceptionable at the times inquired of. Deponent never witnessed or heard any to the contrary of either of them.

Third. To the third cross-interrogatory he saith, that to the whole of this question he will answer, Yes. Deponent knew, and was intimate with the complainants at the times inquired of, and more particularly with Henry Williams. Deponent knew of the said Henry's making very extensive purchases and sales of merchandise, and of real estate more particularly. Deponent knew of various sales of real estate and valuable properties made by the exertions of the said Henry; and, in some of them, deponent participated as a purchaser, and very much to his regret. Deponent took of the said Henry Williams twenty shares in the Bangor and Piscataquis Railroad Company, at one hundred and seven dollars a share; also, twenty shares in the Kenduskey Mill Company, at one hundred dollars per share. Deponent knows that Henry Williams succeeded in both of these enterprises. In the first-mentioned company, he made sales of two thousand one hundred and fifty shares out of three thousand, the whole number; being all that were entrusted to him to sell. In the latter case, the said Henry completed the sale of the premises offered by him in the market, at the price of thirty-six thousand dollars. Deponent has also good reason for the belief; for it is a matter of notoriety, that Henry Williams was successful in his efforts to make sales generally of such property as was entrusted to his management, and that he did an extensive business.

Fourth. To the fourth cross-interrogatory he saith, that the complainants, as he has before stated, were highly respectable at the times inquired of, and they did then command the confidence of the respectable and sober part of the community. They were entrusted with the management of large concerns of property, requiring skill, promptness, and capacity. Henry Williams, to deponent's knowledge, was

chosen a member of the Massachusetts House of Representatives for the winter session of eighteen hundred and thirty-six, commencing in January of that year. He was selected as a candidate not on account of his politics, but mainly on account of his talents, under the expectation that he would be influential in enlisting the State to embark in the enterprise of the western railroad. He was selected by as large a majority as the other candidates of the city in the House of Representatives; he was one of the Committee on Railroads; he originated many highly important measures—particularly that of an investigation of the banks in the commonwealth; he was the chairman of this committee, on the part of the House; was indefatigable in his labors; sustained his proposition for thorough investigation of the banks against a strong opposition, and manifested as much power and influence as any man in that numerous legislature; his labors were constant and unwearied, and his influence very extensive.

Fifth. To the fifth cross-interrogatory he saith, he does know of their attempts to sell lands in Pennsylvania, in the years enquired of; they offered them for sale as per pamphlet annexed, and on the terms and conditions therein described to deponent. Henry Williams, as deponent believes, had the chief agency in the matter.

Sixth. To the sixth cross-interrogatory he saith, that he does not know of complainants offering Pennsylvania lands for sale at the times enquired of, excepting as he has already declared, but deponent has reason to believe that they did offer them for sale to numerous persons. The failure to sell, as deponent believes, arose from the state of the times, and not from any want of confidence on the part of the public in the complainants, or of a want of ability or capacity on their part.

Seventh. To the seventh cross-interrogatory he saith, that during the whole of the spring and summer of eighteen hundred and thirty-six, money was scarce, and there was a general depression in business. Deponent's recollection does not enable him to state whether any one month, or part of that year, was more favorable for the sale of wild lands than another; his recollection is that it was altogether an unpropitious year for such sales.

Eighth. To the eighth cross-interrogatory he saith, that he has no personal or positive knowledge of the matters and things enquired of by this interrogatory.

Ninth. To the ninth cross-interrogatory he saith, he never heard any conversation between the complainants and the respondent; he never saw them together; and, therefore, he knows nothing of the matters and things enquired of by this interrogatory.

Tenth. To the tenth cross-interrogatory he saith, that he knows nothing further of any importance to the respondent.

JAS. L. HOMER.

The Deposition of James L. P. Orrok.

James L. P. Orrok, of the city of Boston, and commonwealth

wealth of Massachusetts, merchant, being duly cautioned, examined and sworn, answereth: and

First. To the first direct interrogatory he saith, he is personally and intimately acquainted with both of the complainants. He has no knowledge of the respondent; deponent has known Henry Williams for upwards of twenty-five years last past, and Robert Williams for upwards of ten years last past; they were for many years merchants, and co-partners, and conducted a wholesale grocery and commission business. Since eighteen hundred and thirty-four they have conducted the business of brokers in real estate, merchandise, stock, and money, as they have acted as general agents, and their capacity for the business they have pursued has uniformly been of a high character, as such as to entitle them to confidence.

Second. To the second direct interrogatory he saith, his age is thirty-nine years; he has lived in said Boston during his whole life, with the exception of occasional short absences. During the years inquired of, he was engaged in business with Thomas Simmons, under the name of Orrok and Simmons, in Boston aforesaid. The particular business of said firm was that of ship chandlery—embracing the sale to a large extent of naval stores; and they also manufactured and sold spirits of turpentine to a large amount.

Third. To the third direct interrogatory he saith, that complainants offered to him, for sale, certain wild lands in Pennsylvania, in the years eighteen hundred and thirty-five and thirty-six. These lands were described in a certain pamphlet which said Henry Williams at that time gave to me—a copy of which pamphlet is annexed to the deposition of James L. Homer, in this case. The said Williams also, to my knowledge, offered said lands for sale to Thomas Simmons, deponent's co-partner, and to Henry Lienow, now deceased, who was an uncle of deponent, and had retired from business, but was possessed of a large property, and speculated extensively in stocks; deponent has no knowledge upon whose account these lands were offered for sale—nor does he know that complainants succeeded in effecting a sale of them; but he does know that complainants were urgent to sell said lands and made exertions to do so.

Fourth. To the fourth direct interrogatory he saith, that he has no knowledge that complainants effected a sale of said lands, or any part of them—and he has every reason to believe that they did not, both from their own declarations to this effect, and from his own knowledge of the state of the money market at that time; and deponent believes that the scarcity of money, and a general prevailing distrust of such enterprizes at that time, are the reasons why complainants did not effect a sale.

Fifth. To the fifth direct interrogatory he saith, that he had no knowledge of the state of New York city market, for such lands at the time inquired of, from his own experience; but it was a matter of general notoriety, that in the latter part of the year eighteen hundred and thirty-five, and during the whole of thirty-six, speculations in land were at a stand, and that very few operations in them were made.

Sixth. To the sixth direct interrogatory he saith, he has no knowledge of any thing, as occurring between the parties—he never saw them together—nor does he know of any of their joint sales; deponent's belief of the reasons of their failure to sell arose from the causes he has already mentioned in answer to the fourth direct interrogatory.

Seventh. To the seventh direct interrogatory he saith, he knows of no advertisement by the complainants of said land, other than the circulation by them of pamphlets, like that already sworn to; deponent believes it was not customary for those desirous of selling wild lands in this quarter to advertise them publicly—it was thought to be bad policy; such transactions were almost invariably conducted with secrecy between the parties.

Eighth. To the eighth direct interrogatory he saith, he knows nothing further than that Henry Williams, one of said complainants, was very desirous of making sales of said lands, and frequently offered them to, and urged deponent and others, to deponent's knowledge, to purchase them.

Answers to Cross-interrogatories.

To the first cross-interrogatory he saith, that at the times inquired of the complainants were brokers and general agents.

Second. To the second cross-interrogatory, he saith, that the habits of both the complainants, at the times inquired of, were unexceptionable. Deponent saw them daily, and frequently many times a day, and at all times of day during the period inquired of, and transacted business with them.

Third. To the third cross-interrogatory he saith, that the character of both the complainants, at the times inquired of, for sobriety, honesty, integrity, and business capacity, was such that they commanded the confidence of the public to an eminent degree, and to a great extent; it was almost proverbial, if a difficult enterprise was to be accomplished, requiring ability and activity, that "Williams," deponent means Henry Williams, "was the man to do it." Deponent knows of his being successful in very many.

Fourth. To the fourth cross-interrogatory he saith, that at the times inquired of, complainants were, to deponent's knowledge, entrusted with the sales of vast quantities of merchandize by the merchants, both of Boston and Salem. And deponent knows that they also made large purchases of merchandize. In case of sales, the money and notes for the property sold passed into the hands of complainants, and in some cases to a very large amount.

Fifth. To the fifth cross-interrogatory he saith, he does know of their being engaged in such attempts as he has already stated, and that Henry Williams had the principal management.

Sixth. To the sixth cross-interrogatory he saith, he knows that the complainants did offer wild lands in Pennsylvania, as described in said pamphlet, for sale at the times inquired of. Deponent cannot say to how many persons they were offered, but he knows of their being offered to himself, to his partner, and to Mr. Licnew, and he

believes they were offered to very many others. Deponent does not believe that their failure to sell arose, either entirely or mainly, from the causes inquired of, which he believes did not exist, but solely from a general and almost universal indisposition on the part of persons of property, during the whole of the year eighteen hundred and thirty-six, to embark in any new or hazardous enterprize, and that few were undertaken; so unpopular had they then become, that it was destructive to the credit of a man known to be engaged in land speculations.

Seventh. To the seventh cross-interrogatory he saith, the money market was in a very bad state in the year eighteen hundred and thirty-six. Deponent believes there was little or no difference in it from April to December inclusive.

Eighth. To the eighth *cross*-interrogatory he saith, he has no knowledge of the matters and things inquired of by this interrogatory.

Ninth. To the ninth cross-interrogatory, he saith, he knows nothing of the matters and things inquired of by this interrogatory. He never saw complainants and respondent together.

Tenth. To the tenth cross-interrogatory he saith, he knows nothing further in any way material to the respondent.

JAMES L. P. ORROK.

The Deposition of John S. Tyler.

John S. Tyler, of the city of Boston, and commonwealth of Massachusetts, insurance broker, being duly cautioned, examined, and sworn, answereth, and

First. To the first direct interrogatory he saith, that he knows the complainants, and he is intimately acquainted with Henry Williams; he was, during the years eighteen hundred and thirty-five and thirty-six, of the firm of H. & R. Williams, who transacted business as brokers and general agents; he has no knowledge of the respondent; the complainants were well known as men of high character and capacity for business.

Second. To the second direct interrogatory he saith, his age is forty-two years; he has resided for many years before the time inquired of, during these years and ever since, in said Boston. For the ten years last past, deponent has acted as a marine insurance broker —has adjusted losses to an immense amount; has also conducted, in connection with his brother William C. Tyler, and under the name of J. S. & W. C. Tyler, the business of a stock and exchange broker, and they have dealt somewhat largely in stocks, real estate, mill privileges and other property.

Third. To the third direct interrogatory he saith, that he knows nothing of complainants offering lands in Pennsylvania for sale in Boston, other than they offered them for sale to deponent, and upon the terms and with the description contained in a certain pamphlet,

a copy of which, as deponent believes, is annexed to the deposition of J. L. Homer, in this case, and marked B. Deponent believes that complainant offered the lands described in said pamphlet to many other persons, because he knows that Henry Williams, one of said complainants, was very anxious to sell them; and deponent understood that it was for his interest to do so.

Fourth. To the fourth direct interrogatory he saith, he knows nothing of the success of the complainants, excepting what he has learned from their statements. Deponent always understood, and verily believes that they were unable to sell; that they did not succeed in making sales, deponent believes, is fairly attributable to the state of the money market at the time, and the general aversion which persons in this quarter had to embark in doubtful or hazardous enterprizes at that time.

Fifth. To the fifth interrogatory he saith, that he only knows generally, that it was well understood in Boston, that it was exceedingly difficult to effect sales of land in New York during a part of the year eighteen hundred and thirty-five, and the whole of thirty-six; such enterprizes were at a stand during that period.

Sixth. To the sixth direct interrogatory he saith, he knows nothing of the matters and things inquired of by this interrogatory, other than he has already stated.

Seventh. To the seventh direct interrogatory he saith, that he does not except the distribution of the pamphlets of which he has before spoken. It was not customary, at that time, in Boston, to advertize such projects. The principal negotiations in such matters, were conducted privately between the parties.

Eighth. To the eighth direct interrogatory he saith, that he knows nothing further of any benefit to the complainants.

Answers to cross-interrogatories.

First. To the first cross-interrogatory he saith, their occupation and pursuit at the times inquired of were those of brokers and general agents in merchandize, stocks, money, and real estate.

Second. To the second cross-interrogatory he saith, that the habits of both of the complainants, as inquired of, and at the times inquired of were good, as far as deponent knew, and from his frequent intercourse with them at those times, he had good opportunities for knowing and judging.

Third. To the third cross-interrogatory he saith, that the complainants were active in the business they pursued, and deponent has no knowledge of any distrust of their ability, in business generally, or in whatever they undertook, *as* especially as to the points of character inquired of.

Fourth. To the fourth cross-interrogatory he saith, that the complainants were of good reputation during the years inquired of, and were intrusted with the execution of large sales and purchases, both of real and personal estate. Deponent recollects, and was knowing to their

disposing of a large part of the whole capital stock of the Bangor and Piscataquis Railroad, in the State of Maine, and deponent purchased of them twenty-five shares of said stock; the par value of which was one hundred dollars, and at a premium or bonus of seven dollars per share. Deponent had knowledge of various other enterprizes in which the complainants were engaged, but does not know, except by hearsay, how far they succeeded.

Fifth. To the fifth cross-interrogatory he saith, that he only knows the fact that they were so engaged, from their offering them to him, and from their presenting deponent with the pamphlet beforementioned. Deponent always understood, and verily believes that Henry Williams was the principal and active partner of the house of H. and R. Williams.

Sixth. To the sixth cross-interrogatory he saith, that he does not know positively of the complainants offering said lands for sale to others; he has reason to believe they did, and he understood that they did. Deponent believes that their failure to sell arose from the difficulty of the times, and not from their want of capacity, or from any want of confidence in them on the part of the public.

Seventh. To the seventh cross-interrogatory he saith, that the money market was in a bad state throughout the year eighteen hundred and thirty-six; and deponent knows of no particular difference in it between the first of June and the last of August of that year; throughout the whole year there was little of the spirit of enterprize, and it was difficult to enlist capitalists in new enterprizes, however inviting.

Eighth. To the eighth cross-interrogatory he saith, that he has no personal knowledge of any matter or thing inquired of by this interrogatory.

Ninth. To the ninth cross-interrogatory he saith, he has no knowledge of any matter or thing inquired of by this interrogatory. He never saw and does not know the respondent.

Tenth. To the tenth cross-interrogatory he saith, that he knows nothing further of any interest to the respondent in this case.

JOHN S. TYLER.

The Deposition of E. T. Farrington.

E. T. Farrington, of the city of Boston, in the Commonwealth of Massachusetts, merchant, being duly cautioned, examined and sworn, answereth, and

First. To the first direct interrogatory he saith, that he is personally and well acquainted with both of the complainants; he has seen the respondent, who was introduced to the deponent by the complainants; he has no particular knowledge of the respondent. The complainants have, for many years, been neighbors of the deponent. Their business was, for many years, that of wholesale grocery and commission merchants in said Boston. Since eighteen hundred and thirty-five they have acted as merchandize brokers, and have been engaged in the sale and purchase of real estate, and to some extent

as money brokers, and as general agents in merchandize, real estate, and in money affairs; and they have conducted their business with skill and industry, and a capacity which has secured for them a reputation for very considerable abilities in business transactions; and their character has been such as to command the confidence of the public. The mercantile house of Levi Bartlett and Co., of which I am a partner, have entrusted them both to purchase and to sell property to the amount of some thousands of dollars at a time; and they always felt entire confidence in thus intrusting the complainants.

Second. To the second direct interrogatory he saith, that he was thirty years of age in eighteen hundred and thirty-five. Deponent then was, and for eight years previous, had been one of the house of Levi Bartlett and Co.; the business of that firm is that of wholesale and retail grocers, on Long wharf, together with some commission business.

Third. To the third direct interrogatory he saith, he was knowing to to the sale of lands made by the complainants in the summer of eighteen hundred and thirty-five, situated in the westerly part of Pennsylvania, to deponent's partner, Levi Bartlett, and other associated with him; said lands, as deponent understood, were sold by complainants for account of the respondent and a Mr. Clark. Subsequently the complainants offered to deponent and his partner several large tracts of land for sale, as described in a pamphlet annexed to the deposition of James L. Homer, in this case, and marked B. Deponent and his partner declined to purchase them because they thought the terms were very unfavorable; money was then scarce, and such enterprizes were looked upon as being very uncertain and hazardous. These lands were offered to deponent and his partner in the years eighteen hundred and thirty-five and thirty-six. As to the success of the complainant in effecting sales of the lands described in said pamphlet, deponent knows nothing; nor of the extent of complainants' exertions to sell them.

Fourth. To the fourth direct interrogatory he saith, that the complainants did not effect sales to his knowledge; that they did not, he thinks, may be attributed to the state of the times, to the general distrust of all enterprizes of uncertain character, and particularly to the scarcity of money, and the unsettled state of the money-market.

Fifth. To the fifth direct interrogatory he saith, he has no personal or particular knowledge of the New York market for lands, at the times inquired of.

Sixth. To the sixth direct interrogatory he saith, he never was present with the parties to this suit, when any conversation was held between them on the subject of the sale of said lands, or of their sale. It is deponent's belief that the reason why complainants were unable to sell said lands are those which he has already stated in his answers to the third and fourth direct interrogatories.

Seventh. To the seventh direct interrogatory he saith, that he knows of no acts or advertisements on the part of the complainants to effect sales of said lands, other than their offer of them to deponent

and his partner, and the circulating the proposals contained in the pamphlet already mentioned.

Eighth. To the eighth direct interrogatory he saith, that he knows nothing touching the points in this question other than that such was the state of public feeling as regarded land speculations, that it was considered almost fruitless to offer lands for sale; and that during the whole of the year eighteen hundred and thirty-six very few sales of lands were effected in this market.

Answers to the cross-interrogatories.

First. To the first cross-interrogatory he saith, that the complainants acted as brokers and agents at the time inquired of, as deponent has already declared, in answer to the first direct interrogatory.

Second. To the second cross-interrogatory he saith, that the habits of both the complainants at the times inquired of, so far as deponent knew, were such as to temperance and sobriety; that the business community had full confidence in their ability to transact any business they undertook, and to deponent's knowledge, their transactions were of great magnitude; and this is especially the fact as to Henry Williams, and at the times inquired of, according to deponent's best knowledge.

To the third cross-interrogatory he answers yes, because he knows that complainants were at the times inquired of intrusted with the business of great magnitude; and the house of Levi Bartlett & Co. employed complainants both to sell and purchase considerable amounts of property at those times.

Fourth. To the fourth cross-interrogatory he saith, that the standing and character of the complainants at the times inquired of were such that they were intrusted with very extensive transactions; and deponent's belief is that they had the confidence of the business community to as great an extent at least as any other brokers in Boston.

Fifth. To the fifth cross-interrogatory he saith, that he knows nothing further of the complainants being engaged in sale of lands in Pennsylvania than he has before stated. Deponent beleves that Henry Williams made the principal efforts to effect sales of said lands.

Sixth. To the sixth cross-interrogatory he saith ,that he does not know of complainants' offering Pennsylvania lands for sale at the times inquired of, except as he has before stated; and as to the causes or reasons of their failure to sell, deponent can only express it as his belief that it arose from the peculiar state of the market rather than from any deficiency on the part of complainants, or from any want of confidence in them cherished by the public.

Seventh. To the seventh cross-interrogatory he saith, that he knows of no particular differenee in the state of the money market in Boston between June, July, or August of the year inquired of; the whole period was one of great depression.

Ninth. To the ninth cross-interrogatory he saith, that he was not present at any conversation between the complainants and respondent

in relation to the sale of said lands, and therefore he knows nothing of the matters and things inquired of by this interrogatory.

Eighth. To the eighth cross-interrogatory he saith, he has no knowledge of any matter or thing inquired of by this interrogatory. [This interrogatory was inadvertently omitted in its proper place. E. J. Roberts, Clk.]

Tenth. To the tenth cross-interrogatory he saith, that he knows nothing further of any importance to the respondent.

EBEN. T. FARRINGTON.

The Deposition of Robert Fuller.

Robert Fuller, of Cambridgeport, in the county of Middlesex, and commonwealth of Massachusetts, merchant, being duly cautioned, examined, and sworn, answereth, and—

First. To the first direct interrogatory he saith, that he knows, and for many years last past has intimately known, the complainants; they were wholesale grocers and commission merchants for a great number of years in the city of Boston, and they transacted business on central wharf in said Boston. They stopped payment in January, eighteen hundred and thirty-five, and in the month of April following they commenced and afterwards pursued the business of brokers and general agents at store numbered four in said central wharf. Deponent has no knowledge of Mr. Sartwell, the respondent. The complainants, so far as deponent knows, (and his means of knowledge from frequent intercourse with them and other persons with whom they dealt was very good,) maintained a high character forbusiness talents.

Second. To the second direct interrogatory he saith, that his age is forty-four years. His residence now is, and for upwards of twenty years last past it has been, in said Cambridgeport. Deponent has been for many years last past, and now is, engaged in the iron and steel business, which he carries on in said Boston.

Third. To the third direct interrogatory he saith, that he has no knowledge of any matter or thing inquired of by this interrogatory. Complainant may have offered him for sale wild lands in Pennsylvania, but he has no distinct recollection on this subject. Of this he is certain, that he did not purchase any.

Fourth. To the fourth direct interrogatory he saith, that he cannot say, for he does not know whether the complainants did or did not effect sale of said lands at the times inquired of. Deponent knows that it was extremely difficult to effect sales of lands, or of any doubtful or uncertain property in eighteen hundred and thirty-six.

Fifth. To the fifth direct interrogatory he saith, he only knows generally that it was well understood that lands were dull of sale in New York in the year eighteen hundred and thirty-six. Deponent knows this fact more particularly, because it was arranged that Henry Williams, one of the complainants, should proceed to New York in that year on behalf of deponent and others, his associates, who were

interested in some lands in Maine, to endeavor to make sale of them. Said Williams did not proceed there as was intended, because, from the best information that could at that time be obtained, there was no chance of making sales of land there.

Sixth. To the sixth direct interrogatory he saith, he knows nothing of the matters and things inquired of by this interrogatory. It is deponent's opinion that if complainants failed in selling lands which they undertook to sell, the failure arose from the state of the times, it being, as deponent has already declared, very difficult to effect sales of such property at the times inquired of.

Seventh. To the seventh direct interrogatory he saith, he hath no knowledge of any matter or thing inquired of by this interrogatory.

Eighth. To the eighth direct interrogatory he saith, he is not aware that he knows any thing further of any importance to the complainants.

Answers to cross-interrogatories.

First. To the first cross-interrogatory he saith, that they were brokers and general agents at the time inquired of, as he has already stated.

Second. To the second cross-interrogatory he saith, that at the times inquired of the habits of both the complainants were good, so far as deponent's knowledge extends, and in these respects he knows not there was any difference between them.

Third. To the third cross-interrogatory he saith, that he can positively answer yes to the whole of this question, for he knows that at the times inquired of they were intrusted with business to large amounts, the conducting of which involved all the points of character inquired of.

Fourth. To the fourth cross-interrogatory he saith, that at the times inquired of the complainants did command the respect and confidence of the community where they resided. Deponent knows that they were entrusted with business to a large amount, requiring character, skill and capacity to conduct it. Deponent bought of them, much to his regret, one eighth part of two townships of land on the Kennebeck river in the State of Maine, at six dollars per acre, and amounting to more than thirty thousand dollars; the terms were one quarter part cash, which deponent paid in a check on a Boston bank, and the residue was payable in equal instalments, at one, two and three years, with interest; deponent also took, at the same time of said complainants, the refusal of a like quantity of said lands, which, at the expiration of the period agreed upon, deponent declined taking, because of the state of the times. Deponent settled for and paid in full the purchase money of the one eighth of the two townships of land he has already mentioned. In addition to this, deponent knew of complainants, in the year eighteen hundred and thirty-five, disposing of a certain mill property, on the Penobscot river, in the State of Maine. Deponent purchased fifty shares of the stock,

which was fixed at one hundred dollars per share. Deponent was chosen by the associates one of a committee of three to proceed to the premises and examine them, and the decision of taking or rejecting the premises was to depend on the report of said committee. Said committee examined the premises, and reported that all was fair and right, and the result was, that the contracting parties agreed to take, and did take and pay for said property. Deponent also, at a subsequent period, authorised complainants to purchase for him one hundred and fifty shares of the said stock, at two and a half per cent. advance upon its par value, but they did not succeed.

Fifth. To the fifth cross-interrogatory he saith, that he has no knowledge of any matter or thing inquired of by this interrogatory, excepting that he always understood that Henry Williams was the leading and principal member of the house, and had, or appeared to have the principal charge or management of their transactions generally.

Sixth. To the sixth cross-interrogatory he saith, he knows nothing of the exertions of the complainants to sell the lands inquired of at any time, and therefore he cannot reply to this interrogatory, otherwise than by saying, that complainants' failure to sell, as deponent believes, could not have arisen from any want of capacity on their part, or from any distrust of their ability and readiness to meet any engagements they might make.

Seventh. To the seventh cross-interrogatory, he saith, that the money market in Boston was greatly depressed throughout the whole last nine months of the year eighteen hundred and thirty-six. Deponent knows of no particular difference in the state of the money market in Boston, from the month of April until the close of that year.

Eighth. To the eighth cross-interrogatory, he saith, that he has no knowledge of any matter and thing enquired of by this interrogatory.

Ninth. To the ninth cross-interrogatory he saith, that he never saw the parties to his knowledge, and he has no knowledge of any matter or thing inquired of by this interrogatory.

Tenth. To the tenth cross-interrogatory he saith, that he knows nothing further of any interest to the respondent.

ROBERT FULLER.

The Deposition of John W. Rogers.

John W. Rogers, of Salem, in the county of Essex and Commonwealth of Massachusetts, answereth, and

First. To the first direct interrogatory, he saith, that he only knows the complainants; they were brokers and general agents in the city of Boston, from April, eighteen hundred and thirty-four, until some time in the latter part of the year eighteen hundred and thirty-eight, and so far as deponent knows, or believes, they conducted

their business with skill and diligence. Since the last mentioned period, Robert Williams, one of the said complainants, has continued the business of a broker and general agent, from eighteen hundred and thirty-eight, until the present time.

Second. To the second direct interrogatory he saith, that he is aged fifty years; that he is a merchant in said Salem, where he has lived for upwards of twenty years last past. He is a member of the mercantile firm, in said Salem, of N. L. Rodgers and Brothers; said firm have for many years been engaged in the India and China trade, and have employed at one time, various ships, brigs and schooners; said firm has transacted commercial business in most parts of the world, and to a great extent.

Third. To the third direct interrogatory he saith, that he knows nothing of any matter or thing inquired of by this interrogatory.

Fourth. To the fourth direct interrogatory he saith, he has no knowledge of the matters and things inquired of by this interrogatory. Neither deponent, nor his said firm, ever had any thing to do with such enterprises, and he did not know that complainant had any such lands for sale.

Fifth. To the fifth direct interrogatory he saith, he has no knowledge.

Sixth. To the sixth direct interrogatory he saith, he has no knowledge.

Seventh. To the seventh direct interrogatory he saith, he has no knowledge.

Eighth. To the eighth direct interrogatory he saith, he is not aware, that he knows any thing of any interest or importance to the complainants.

Answers to the cross-interrogatories.

First. To the first cross-interrogatory he saith, that they were brokers and general agents at the time inquired of.

Second. To the second cross-interrogatory he saith, as far as he knows the habits of both the complainants as inquired of, and at the times inquired of, were good, and deponent had good opportunities to know and judge.

Third. To the third cross-interrogatory he saith, that he believes they were. Deponent's house did entrust the complainants in each of the years inquired of—both with the purchase and with the sale of large amounts of merchandise—and said complainants frequently had in their care, for sale, large amounts of the property of deponent's house; and, when sold, complainants received and accounted for the proceeds to the entire satisfaction of the said N. L. Rodgers and Brothers. Deponent recollects, in particular, that complainants sold, during the time enquired of, almost an entire cargo of Mocha coffee—thirteen hundred bags and upwards—amounting to between forty and fifty thousand dollars; the payment for which was received by the complainants, and afterwards accounted for to depo-

nent's house. Deponent always believed that complainants were trustworthy, and he never considered that his property was hazarded by entrusting it to them.

Fourth. To the fourth cross-interrogatory he saith, that according to his best belief and knowledge, the standing of the complainants, at the times enquired of, was highly respectable; and that the public had confidence in their skill, probity and capacity.

Fifth. To the fifth cross-interrogatory he saith, that he has no personal knowledge of any matter and thing inquired of this interrogatory.

Sixth. To the sixth cross-interrogatory he saith, that he has no knowledge as to any matter inquired of.

Seventh. To the seventh cross-interrogatory he saith, the money market was depressed and in a bad state during the last nine months of the year eighteen hundred and thirty six, and a great stagnation of business prevailed.

Eighth. To the eighth cross-interrogatory he saith, that he knows nothing of the matters and things enquired of.

Ninth. To the ninth cross-interrogatory he saith, he never heard of any conversations between the parties. He does not know and never saw the respondent; and he never has been present at any interview between the parties.

Tenth. To the tenth cross-interrogatory he saith, he knows nothing further in any way affecting the interest of the respondent.

J. W. ROGERS.

The Deposition of William Fisk.

William Fisk, of the city of Boston and Commonwealth of Massachusetts, merchant, being duly cautioned, examined and sworn, answereth, and

First. To the first direct interrogatory he saith, that he is well and intimately acquainted with H. and R. Williams, the complainants. He has seen Asa Sartwell, the respondent, but has no particular acquaintance with him. In March, eighteen hundred and thirty-four, the said H. and R. Williams hired of the firm of Fisk and Rice, of which firm deponent is a member, the lower floor and counting room of store numbered four, on Central wharf, in said Boston; the upper part of said store remaining in the possession of said Fisk and Rice. The complainants, as co-partners, under the name of H. & R. Williams, occupied said premises until some time in October, eighteen hundred and thirty-seven, when a dissolution of their firm was advertised; their occupation was that of brokers and general agents; their capacity for business deponent always understood and verily believed to be good. The complainants stood high in the estimation of the Boston business community, both as to capacity and character.

Second. To the second direct interrogatory he saith, that he is fifty-five years of age. He has been a co-partner of the house of Fisk and Rice about twenty years. The principal business of de-

ponent's firm is commission and factorage business, although they do considerable business on their own account. They own some navigation, and are concerned in foreign and coastwise shipments; and they have occasionally adventured in speculations in merchandise, stocks, and real estate.

Third. To the third direct interrogatory he saith, that the complainants offered to Fisk and Rice certain lands, as described in the pamphlet annexed to the deposition of James L. Homer, in this case, and marked B, and situated in the State of Pennsylvania, and strongly urged said firm to become the purchasers of some of these lands. They first offered them to Fisk and Rice in the autumn of eighteen hundred and thirty-five; and the complainants repeated their offers from time to time, until late in the summer of eighteen hundred and thirty-six. Deponent believes that the complainants exerted themselves to sell said lands. Deponent never learned that they succeeded.

Fourth. To the fourth direct interrogatory he saith, that, to his knowledge, complainants did not effect sales of said lands; and that they did not, it is deponent's opinion, was owing to the state of the money market, and the bad repute in which all such enterprizes were held by persons in this part of the country, during all the latter part of the year eighteen hundred and thirty-five, and through eighteen hundred and thirty-six.

Fifth. To the fifth direct interrogatory he saith, that he only knows, by common report, that during the latter half of the year eighteen hundred and thirty-five, and in all thirty-six, there was but little doue in land speculations in New York, and that it was well understood and generally believed that all such business was at a stand.

Sixth. To the sixth direct interrogatory he saith, that he never heard any conversations between the parties; and he knows of no reasons of failure to sell, other than the state of the times.

Seventh. To the seventh direct interrogatory he saith, he knows of no advertisements by complainants, excepting the circulation by them of pamphlets, of the same tenor and edition as the one annexed to the deposition of James L. Homer, in this case, and marked B.

Eighth. To the eighth direct interrogatory he saith, he is not aware that he knows any thing further of any importance to the complainants.

Answers to Cross-interrogatories.

First. To the first cross-interrogatory he saith, that the complainants were brokers and general agents at the times inquired of, as he has already stated.

Second. To the second cross-interrogatory he saith, that the habits of both complainants, as to temperance and sobriety, were good during the years inquired of; he does not know that in this respect there was any difference with either of them.

Third. To the third cross-interrogatory he saith, that the character of both of the complainants were in the years inquired of such as that they had and commanded the confidence of the public in an eminent degree. Henry Williams was known and considered as the leading and most active member of the house. Their business was, to deponent's knowledge, very extensive and various; they bought and sold very large amounts of merchandise and some real estate, and, besides, they succeeded in getting up and consummating many large projects, where the property was offered and sold in shares; and, in one or more of these projects, deponent's house participated. The complainants were also, at the times inquired of, entrusted with large amounts of property. The house of Fisk and Rice confided to them the purchase sales and management of large amount of merchandise, in which the interest of Fisk and Rice depended on the profit and loss. And Fisk and Rice entrusted the concern to the complainants, having full confidence in their (the complainant's) integrity and ability; who, having the property under their exclusive control, sold and disposed of it, and accounted to deponent's firm at their leisure for such parts of the proceeds as belonged to said Fisk and Rice. It is deponent's belief, that, during the period inquired of, complainants held property belonging to Fisk and Rice, at one time, to the amount of from seven to twelve thousand dollars; and, that during the whole of said time, or nearly all of it, they held a large amount of the property of Fisk and Rice for sale.

Fourth. To the fourth cross-interrogatory he saith, that the character and circumstances of the complainants, at the times inquired of, certainly were such as to command the confidence of the community; and they were, to deponent's knowledge, at that time entrusted with the management of very important concerns. From deponent's position in regard to complainants at the times inquired of, the business of both deponent and complainants being carried on under the same roof, he had frequent and full opportunities of knowing and judging of the habits, characters, and business talents of the complainants.

Fifth. To the fifth cross-interrogatory he saith, that he has no personal knowledge on the subject inquired of, other than what he has already stated. Henry Williams appeared to deponent to have the chief management of the business.

Sixth. To the sixth cross-interrogatory he saith, that he has no knowledge as to how extensively they offered said lands for sale, but his belief is, founded on circumstances within his observation, that they offered them extensively, and made a great effort to sell them. Deponent's belief is, that their failure to sell did not arise from any want of ability or capacity to effect sales, nor from any want of confidence on the part of the public in their representations, or in their ability to perform their engagements.

Seventh. To the seventh cross-interrogatory he saith, that the money market was in a depressed state throughout the whole of the year eighteen hundred and thirty-six. And deponent is not aware that there was any particular difference in its state from June to

October of that year. As to the state of the market for the sale of lands in eighteen hundred and thirty-six, it is a matter of great notoriety that it was very difficult to effect sales; that few were made, and that it was considered, generally, highly disreputable, so far as affected the business credit of an individual, to be known as having been engaged in a land speculation.

Eighth. To the eighth cross-interrogatory he saith, he had no means of knowing, and he knows nothing of the matters and things inquired of by this interrogatory.

Ninth. To the ninth cross-interrogatory he saith, he never was present with the parties when any conversation was had between them on the subject, and he therefore knows nothing of the matters and things inquired of by this interrogatory.

Tenth. To the tenth cross-interrogatory he saith, he knows further of any matter in any way interesting to the respondent.

WILLIAM FISK.

[*Copy of printed pamphlet, marked A.*]

H. and R. Williams, as agents for Asa Sartwell, propose to sell the following described tracts of land, situated in the westerly part of Pennsylvania. They propose to dispose of these lands in shares of one thousand dollars each, say in two hundred and ninety $\frac{434}{1000}$ shares.

It is possible that before the execution of the deeds to the company proposed to be formed, that some portion of the lands may be sold by the owners; and, in that event, it is expressly agreed by the sellers, that the company formed shall have the benefit of the sales if they are at higher prices than those affixed to these proposals, and that the amount of such sales shall be deducted from the aggregate cost of the lands at the prices as hereafter described.

As some part of the lands proposed to be sold may be disposed of by the agents authorized to sell, before the company for the purchase of them shall have been fully completed; in that case, it is understood and agreed upon, that no fractional, or slight alteration in the quantity of any one or more tracts shall, in anywise, affect the contract entered into by the parties. That is, the parties shall be bound to take and settle for the lands that are left unsold at the time fixed for the closing of the subscription.

The following are the lands embraced in the proposals, viz:

1st. A tract of land, warranted in the name of Wilson & Wallace, containing 96,306 acres, situated in the counties of Jefferson and Clearfield, on the waters of the Big and Little Toby's creeks. Taken as a large tract, these lands are not surpassed in value, taking into view the nature of the soil, the amount of valuable timber, and the facilities of getting it to market, by any other tract of land in Pennsylvania, or in all America. For a particular description of them, reference is made to the statement of Col. John

Wilson, who has personally examined them. This tract it is proposed to sell at the price of one dollar and thirty-five cents per acre, amounting to $136,013 10.

2d. A tract of land, now owned by B. and A. M. Jones, containing 19,800 acres, situate in Jefferson county, on the waters of Toby creek and Great Mill creek.

This tract, on examination by said Col. Wilson, is found to be of excellent quality, and to contain five thousand feet, at least, of very first quality pine timber per acre, besides nearly an equal amount of other valuable timber, and well adapted to farming purposes. It is offered at one dollar and thirty cents per acre, amounting to $25,740.

3d. A tract of land, owned by the heirs of the late William Bingham, situate in McKean county, on the waters of the Tunanguant creek, which empties into the Allegany river, containing 35,200 acres. This is, in all respects, a very superior body of land, and is rendered essentially more valuable on account of its contiguity to the railroad from the city of New York to Lake Erie, which it is expected will pass within four miles of it. It is distant from Lake Erie less than sixty miles, and when the railroad is completed there will be a ready market for lumber, and all farming produce, on the shores of Lake Erie, in addition to the existing certain markets down the Allegany river. This tract is offered at one dollar and seventy-five cents per acre, amounting to the sum of $61,600.

4th. A tract of land, warranted in the names of Cathcart and Geddes, situate in Jefferson county, on the waters of the Big Mahoning, which empties into the Allegany river, containing ten thousand acres. This is a very heavy timbered tract of land; is estimated to contain at least eight thousand feet of pine timber to the acre, which, with moderate expense, can be made perfectly accessible to navigable waters, and is, besides, excellent farming land. It is offered at one dollar and twenty-five cents per acre, amounting to the sum of $12,500.

5th. A tract of land, owned by the Holland Land Company, situate in Jefferson county, on the waters of the Big Mahoning, containing 40,000 acres. This tract contains four to six thousand feet of pine timber, and much other valuable timber, per acre, and is good farming land. This tract is offered at the low price of one dollar per acre, amounting to the sum of $40,000.

6th. A tract of land, owned by Jared Ingersoll, situate on the waters of Stump Creek, containing 3,000 acres. This tract is a very select one, and is estimated by Mr. Gaskell, the agent of Mr. Ingersoll, to contain twelve thousand feet of pine timber to the acre, and is excellent land for farming purposes. This tract is offered at two dollars and twenty-five cents per acre, amounting to $6,750.

7th. A tract of land, warranted in the name of Jer'h Parker, situate in Jefferson county, on the waters of Sandy Lick creek and Big Mahoning. This tract contains 11,065 acres; has on it, by Col. Wilson's estimate, eight thousand feet of pine per acre, and is,

a good proportion of it, fine bottom land. This tract is offered at one dollar and twenty-five cents per acre, amounting to $13,831 25.

RECAPITULATION.

1st.	96,306	acres at	$1 25	$130,013
2d.	19,800		1 30	25,740
3d.	35,200		1 75	61,600
4th.	10,000		1 25	12,500
5th.	40,000		1 00	40,000
6th.	3,000		2 25	6,750
7th.	11,065		1 25	13,813 25
				$290,434 25

Annexed is a general statement from the pen of Col. John Wilson, of the character of the lands, and of the country generally, in the westerly part of Pennsylvania, which, it is thought, is well worthy the attention of all who may become purchasers of the lands of Mr. Sartwell.

In proof of the value and quality of the tracts of land aforementioned, we annex the certificates of Col. John Wilson, of Deerfield, Mass., who has explored and examined most of the lands; of John I. Y. Thompson, Esq., deputy surveyor of Jefferson county; of Hiram Paine, Esq., deputy surveyor general of McKean county; of Colonel William T. Wilcox, resident of McKean county; of John and James Hervie, residents of McKean county, who have examined some of the lands; of James L. Gillis, Esq.; and of Solomon Sartwell, Jr., Esq., sheriff of McKean county. Abundant evidence of the character and veracity of all these gentlemen is in the possession of the sellers, which can be exhibited, if desired, but which it is deemed superfluous here to offer.

Lands warranted in the name of J. Parker.—Shaded pink.

Tracts No. 3973 & 3955, situated a little north of the village of Punxsutawney and on two branches of Elk Run, which falls into the Mahoning; Elk Run at this place is not large enough for rafting, but has sufficient water to carry a saw-mill six months in a year. The white pine timber on both those tracts is of very fair quality, and will certainly give 10 M. feet to the acre on both tracts. The soil is good for farming purposes. The timber besides pine is beech, sugar maple, hemlock, black and white oak, some walnut, white ash, and chestnut interspersed.

The nine tracts situated on the Sandy Lick and Mill creek comprise a valuable body of land, and have a number of excellent mill sites. These tracts are well timbered with pine, much of it of good quality, but some of it is small, and will give but little clear stuff. There is a good proportion of good bottom land on the streams; some parts of the uplands are rough and stony, but generally of good quality. This body will average 8 M. feet to the acre, of pine.

JOHN WILSON.

Deerfield, Mass. 1835.

Lands warranted in the names of Dr. William Cathcart and Henry Geddes. Shaded yellow; 5 tracts, Nos. 5735, 3874, 3870, 3562, and No. ——. These tracts are situated on the Mahoning creek and its waters. These lands are of fair quality for farming. The pine timber will average 5 M. to the acre. There is also some cherry and white wood. Prevailing timber, beech, sugar maple, hemlock, and some oak and chestnut.

Tracts No. 3860, 3851, and 3808, are situated on the Sandy Lick creek. These tracts are finely situated for lumbering, the creek passing through them, as shown by plan No. 1. These lands have fine bottoms on the stream, with good uplands back, and will average 5 M. feet, or more, of merchantable pine to the acre. Bituminous coal of superior quality is dug in the bed of the Sandy Lick, near these lands. The stream affords good mill privileges, and logs are floated down from above these lands.

JOHN WILSON.

October, 1835.

Holland lands.—Shaded deep green. The Holland lands are warranted in the names of W. Willink, and Leroy & Co. They are shaded deep green on the plan No. 1.

Tracts No. 2967 and 2970, situated on the Sandy Lick creek, are of an excellent soil of land, a considerable proportion of which is good bottom land—the creek passing through both tracts. The pine timber on these tracts is of fair quality, and will produce 4 M. feet to the acre. Average distance to haul to the creek, 100 rods.

The 10 tracts situated on the Mahoning; the land is in general of an ordinary quality. The pine timber is rather of a small size, and ordinary quality, giving but a small proportion of clear stuff. They will average 5 M. or 6 M. to the acre of pine, besides some cherry, white wood, cucumber and white ash.

JOHN WILSON.

Deerfield, October, 1835.

The Kersey lands, so called, warranted in the names of James Wilson and William Wallace, are situated on the Big Toby and Little Toby creeks, and their tributaries, which streams make up the Clarion river.

I have personally examined all the tracts of these lands, situated immediately on the Little Toby and Brandy Camp creeks, comprising a body of about twenty thousand acres. These tracts, which I have particularly examined, I have no doubt will average twelve thousand feet of good white pine to the acre; in addition to this, there are considerable quantities of black cherry, white wood, cucumber, and white ash, all of which are valuable for lumber. The greatest quantity of timber on these lands are beech and sugar maple; there are also scattered through the forest considerable chestnut, walnut, butternut, black and white oak, hemlock, all of which grow to a very large size. Bituminous coal is found in great abundance and of excellent quality. Limestone is also found in several places, and at

one quarry has been burned. Iron ore is said to be abundant here, of superior quality, some of which was shown me, but I cannot judge of its quality. There are several salt licks on these lands, which it is believed would, by boring, yield a sufficient supply of salt for this section of the country. After having examined the lands above mentioned, I proceeded to take a general view of the Kersey lands, as shown on plan No. 2, and enclosed by the pink line, making, in the whole, about 100,000 acres. This I did by passing over it in different directions. The examination which I last made fully confirmed me in the good opinion I had formed of these lands from the examination I had made of particular tracts; and although I cannot say that the quantity of pine timber is as great on the whole body as on those tracts which I did examine, yet I do believe the whole will average 5 M. feet to the acre, of good pine, with the addition of large quantities of black cherry, white wood, cucumber, and white ash.

The soil, so far as I have seen, is generally good, and a large proportion of it very good farming land, having broad tracts of bottom land on the streams, and rising gradually back into a diversified, rolling country, of a rich soil, well adapted to wheat and other kinds of grain, as well as grass and pasturage. The fruits of New England grow in great perfection. A grey sandstone is found in beds sufficient for use, but not scattered over the ground generally. All parts of these lands are well watered with pure springs and rivulets, while the larger streams afford water power to almost any extent, and give good facilities for rafting lumber to market, either at Pittsburg or Cincinnati.

JOHN WILSON.

Deerfield, October, 1835.

The following description of the Kersey lands is copied from the Field Book of John I. Y. Thompson, Esq., Deputy Surveyor for the county of Jefferson, Pa., viz:—

"Wilson and Wallace lands."

"The tract of land warranted in the name of James Wilson, and Samuel Wallace, containing about 100,000 acres, is situate on the waters of Sandy Lick creek, a branch of Red Bank; also on the Sinnemahoning, a branch of the Susquehanna river; also on Little Toby creek, a branch of the Clarion river; also on Elk creek, and the east branch of the Clarion river. As regards quality of timber and soil, it stands unrivalled, as a body of land, in the counties of Jefferson and Clearfield. In speaking of the quality of the soil, I must not be understood to say that it is all good; some part is very rough; but take it as a body of land, it is very fine; much of it is fine sugar and beech land, with a black, rich, deep soil, finely watered with springs of the best water in the country. The timber is white pine, white wood, cucumber, black cherry of the best kind, sugar maple, beech, and hemlock. There is a large quantity of white pine of the best

quality. It is the best tract of pine land in the counties of Jefferson and Clearfield; as regards quality, it will average at least one-third clear stuff. I think the whole tract together will average 10,000 feet of boards to the acre. There is also plenty of bituminous stone coal in all places over the tract; also I know of a number of limestone quarries, and I have no doubt it is plenty all over the tract. I have made a map or draft of the above described tracts of land, from the original in my office, which was made by the deputy surveyor, who executed the warrants and made the surveys, and I think it is very correct. There are several leading roads running through this tract; a turnpike from Milesburg to Smithport, a county road from Brookville to Ridgway, (also a State road from Indiana to Ceres in McKean county, but not opened yet,) also a county road from Horton's to the Sinnemahoning at Werner's Mills."

A true copy made by me.

Attest: JOHN WILSON.

A list of land belonging to Benjamin Jones and Andrew M. Jones, situate in the county of Jefferson, Pennsylvania, to wit:

Warrrant No.	Acres.	Warrant No.	Acres.
3251 -	990	3243 -	990
3232 -	990	3242 -	990
3231 -	990	3237 -	990
3685 -	990	3229 -	990
3253 -	990	3223 -	990
3228 -	990	3227 -	990
3220 -	990	3044 -	990
3230 -	990	3111 -	990
3233 -	990	3114 -	990
3143 -	990	3140 -	990

We, the subscribers, having examined the above tracts of land, do certify that they are good arable lands, and generally free from stone, and they are generally first rate farming lands, and well adapted to the raising of wheat, rye, corn and other kinds of grain. They are timbered first rate; soft white pine, cherry, white wood, sugar maple, beach, and some hemlock about the streams; and will average, in our opinion, the following amount of timber per acre, when manufactured, viz:—of white pine, of trees that will average three feet in diameter at the stump, and one third clear stuff, five thousand feet per acre; of first rate cherry, clear from gum spots and other defects, and large trees, two thousand feet per acre; of white wood, one thousand feet per acre.

Witness our hands and seals, the 17th day of October, A. D. 1835.

WM. P. WILCOX,
JOHN HUIE,
JAMES HUIE,
F. O. UPDIKE.

I hereby certify, that I am personally acquainted with the above named gentlemen, and believe them to be men of truth and veracity.

October, 1835. JOEL BISHOP,
Associate Judge of McKean Co.

I hereby certify that I am personally acquainted with some of the above named gentlemen, and believe them to be gentlemen of truth and veracity.

October, 1835. JAS. OTTO,
Associate Judge of McKean Co.

I certify, that I have been on some of the land identified by the above warrant numbers, and from personal examination and information derived from undoubted sources, I am of the opinion that the above description of the land is correct. I am intimately acquainted with Col. Wm. P. Wilcox, who signed the above certificate; he is a gentleman of the first respectability and of tried integrity and veracity, and I believe he is universally esteemed as such by all who know him.

HIRAM PAYNE,
Deputy Att'y Gen. of McKean and Potter Co., Penn.

Smithport, Oct. 20, 1835.

I certify, that I have personally examined a considerable part of the land made up of the several warrant numbers contained in the foregoing schedule, belonging to Messrs. Benj. and Andrew M. Jones, which land is enclosed within the pink line on plan No. 3, accompanying this; so far as I examined these lands, I found them generally of an excellent quality, a little undulating, and well adapted to the growth of wheat and all other grains, together with grass. It is finely watered with living springs and streams of the softest and purest kinds. The west branch of Toby Creek passes through these lands, and furnishes sufficient water for rafting down in freshets, and for mills at all seasons of the year; there is considerable rich bottom land on this stream and its branches. The pine timber on these lands is of a large size and excellent quality, and so far as I am able to judge, not over-rated in the certificates of Col. Wm. P. Wilcox and others. I also saw much black cherry of large size and good quality; white wood, cucumber and bass wood, together with black and white oak, chestnut, white ash, walnut and butternut, all of large size, are sprinkled through the forest, and occasionally steep stony hemlock ridges are found near the streams. Iron ore and stone coal are said to be here in abundance.

JOHN WILSON.

Deerfield, October, 1835.

A list of lands belonging to the heirs of William Bingham, deceased, situate in McKean county, Pennsylvania.

Warrant, No.	Acres.	Warrant, No.	Acres.
4335	1100	3306	1100
4334	"	3313	"
3427	"	3319	"
4008	"	3655	"
4336	"	3309	"
4009	"	3310	"
3489	"	3320	"
3490	"	3332	"
3907	"	2287	"
3906	"	3905	"
3498	"	3321	"
3497	"	3329	"
3350	"	3286	"
3316	"	2285	"
3317	"	2233	"
3337	"	2283	"

I do hereby certify, that from personal examination, I am fully satisfied that the territory of land embracing the above warrant numbers will average five thousand feet of good white pine timber per acre. There are also in many places considerable quantities of cherry, cucumber, and white poplar, of good quality. For farming, the land is equal, if not superior, to any in the county.

HIRAM PAYNE,
Deputy Surveyor of McKean County, Pa.

Smithport, October 20, 1835.

The tracts of land shown above, by their warrant numbers, are situated on the Tunanguant creek, and adjoining the State of New York, (see plan No. 4.) I certify that I have carefully examined all the lands of this body, situated on the east side of the Tunanguant creek, and partially those on the west side of the same. That so far as I have examined, I have found them very superior, both for timber and soil; of that part on the west side, which I did not personally explore, I made particular enquiries of several persons on whom I could rely, all of whom agreed that it was equal, in every respect, to that part which I had seen, and that there was more cherry timber up the west branch, and high up Shepherd's run, than on the east side. The bottom lands on this creek are from one-half to three-fourths of a mile wide, and of a rich deep soil, and the uplands are equal to any I have seen for cultivation or pasturing. The principal growth of timber, besides white pine, is beech and sugar maple. The Tunanguant creek is sufficiently large for rafting at all seasons, as high up as the junction of the east and west branches, and in times of freshets, for a considerable distance up each branch. Iron ore and bituminous

coal are in great abundance. The certificate of Mr. Payne, who accompanied me in the examination, I am satisfied is quite within the truth as to the quantity of pine timber, if that part, which I did not see, is equal to that which I did examine, and this I have no reason to doubt.

The centre of this tract is about ten miles from the mouth of the Tunanguant, where it falls into the Allegany, opposite the contemplated railroad from New York.

On the whole, this is a very valuable body of land for farming purposes, and for the quantity and quality of pine and other kinds of timber, from its location; and from the iron and coal it contains.

JOHN WILSON.

Deerfield, October, 1835.

To all persons whom it may concern:

Know ye that I, Jacob Spangler, surveyor general of the commonwealth of Pennsylvania, reposing special confidence in the skill, abilities, and integrity of John J. Y. Thompson, Esq., have constituted and appointed, and by these presents do constitute and appoint him, the said John J. Y. Thompson, Esq., deputy surveyor, in and for the district composed of the county of Jefferson, with full powers to execute all warrants and orders of survey that shall be by me to him directed, and the surveys so made, in pursuance of such warrants or orders, from time to time, to return into my office with all convenient speed.

Given under my hand and seal of office, at Harrisburgh, this eighteenth day of February, in the year of our Lord one thousand eight hundred and thirty-three.

JACOB SPANGLER, *S. G.*

JEFFERSON COUNTY, *ss:*

I, Thomas Hastings, recorder in and for the county of Jefferson, do hereby certify the foregoing commission to be a true exemplification of my record. In testimony whereof, I have hereunto set my hand, and affixed the seal of my office at Brookville, this 26th day of September, A. D. 1835.

THOMAS HASTINGS, *Recorder.*

STATE OF PENNSYLVANIA,
McKean County, ss:

I do hereby certify that Hiram Payne, Esq., has been duly commissioned deputy surveyor of the commonwealth of Pennsylvania, for the county of McKean; that he now acts in such capacity, and that full faith and credit are given to his officiate acts as deputy surveyor, aforesaid.

In testimony whereof, I have hereunto set my hand, and have affixed the seal of the recorder of said county of McKean, this seventeenth day of October, anno Domini, 1835.

L. R. HAWKINS,
Deputy Recorder, &c.

To all whom it may concern:

The undersigned do hereby bear testimony, that Hiram Payne, Esq., deputy surveyor of the State of Pennsylvania, for the county of McKean, is a gentleman of integrity and ability, well qualified to act in that capacity, and that he gives general satisfaction in the performance of his official duties.

L. R. HAWKINS,
JOHN E. NILES, *J.P.*,
ABNER LULL, *J. P.*,
JOS. CUE,
Associate Judge, in and for McKean County.

Smithport, Pa., October 17th, 1835.

General view of the country, situated west of the Allegany mountains, on the head waters of the Allegany and Susquehannah rivers, comprising the counties of McKean and Jefferson, together with the westerly part of Clearfield county—all in the State of Pennsylvania.

In the early part of September last, I went into this section of country for the purpose of exploring it, having particular regard to white pine timber; at the same time not to pass over other advantages this country might possess unnoticed.

In regard to *pine timber*, I found immense quantities on these lands. I do not mean that they are all covered with pine; there is almost every kind of timber in these lofty forests that I have ever seen in New England, and some kinds that are not found there. The forest trees here are of a much larger size than those in the eastern States. White pine timber is generally found in the largest quantities near the streams, sometimes sprinkled among other kinds of timber, and sometimes clothing the neighboring ridges, and side hills in thick forests alone. That which is mixed with hard wood is always the largest and best. That which grows thick is not generally so clear and soft. In addition to the pine timber, there are other kinds, of equal, and even of greater value for lumber, such as white wood, cucumber, white ash, and cherry, all of which are manufactured and sent to market. Black and white oak grows here of very large size, and I see no reason why they may not profitably be converted into staves or ship plank. The prevailing kinds of timber are beech and sugar maple. Hemlock is sometimes mixed with hard wood, and often grows in thick forests, on the northern declivity of hills.

Face of the country.—This is somewhat variegated; on the streams considerable tracts of level, fertile bottom lands are found; sometimes with only here and there a tree, with tall grass or weeds covering the surface; or perhaps majestic pines, with lofty shagbarks, butternuts, white oak, sugar maple, and cherry, are in heavy growth. Back from these meadows the country generally rises, with an easy slope, into moderately elevated uplands, presenting an undulating surface; sometimes a pretty steep hill, covered with the grey sandstone of the country, shuts down upon the interval skirting the streams.

Soil and productions.—The interval lands are of a rich, deep, loamy soil, a little mixed with clay. These lands are well adapted to Indian corn, and all other kinds of grain raised on the rich alluvial lands on Connecticut river; whilst wheat is raised cheaper and with more certainty of crop. The uplands also are generally of a strong, rich soil, well adapted to the culture of wheat and other grains, as well as grass, to which it is very natural, and makes excellent pastures. All the fruits of New England grow here in great abundance and perfection, if cultivated. The lands are not generally stony, yet enough stone is found, of good quality, for building purposes, in patches all over the country.

Climate.—The climate is somewhat milder than in New England. Sleighing generally commences about the middle of January, and lasts for six or eight weeks. Cattle of the new settlers are sometimes kept through the winter without fodder, and hogs frequently take to the woods in autumn and there live on mast till spring, and then fetch home a numerous family to their owner.

Minerals.—Stone coal, of the bituminous kind, is found here in great abundance and of excellent quality. Rich beds of iron ore have been found, none of which has yet been worked. Limestone has also been discovered in many places, and at two or three quarries it has been burned. Salt licks are found in different places, and no doubt is entertained that, by boring, large quantities of salt might be made. These licks are frequented by deer and other animals.

Water.—Wherever I have been, this section is plentifully supplied with durable springs and streams, of the softest and purest water in the world. There are also many streams of sufficient size for water power, to almost any extent, as well as for rafting lumber to market.

The contemplated canal, from Philadelphia to Lake Erie, passes through this section of country; a considerable portion of which has already been made by the State, and no doubts are entertained that it will soon be completed, opening a direct communication through this country from Lake Erie to Philadelphia.

On the whole, this country holds out strong inducements to the emigrant or capitalist. It is perfectly free from any local disease, and as healthy as any part of New England. Ardent spirits are rarely kept at the stores or public houses, and never used in private families; but temperance and hospitality, among all classes of people, every where prevail. The lands are of an excellent quality, and produce commands a high cash market at home. The pine and other kinds of timber will for many years supply vast quantities of lumber for market; whilst the coal, the iron, the lime, and salt, will remain inexhaustible sources of wealth to after generations.

JOHN WILSON.

Deerfield, October, 1835.

We, the subscribers, being residents of McKean and Jefferson counties, Pennsylvania, do certify that we have a good knowledge of the lands above described, having traversed them in various di-

rections, and at various times, for the last ten years; and we have no hesitation in saying, that as a body of land, in fertility of soil, the amount of valuable pine and other timber, its iron ore, stone-coal, and limestone, it is not surpassed by any other tract of land in the United States. We have also examined the certificates of Col. John Wilson and others, and can vouch for their correctness. So far as relates to Col. John Wilson's, we think his estimate of the quantity of timber is too low. Some of the tracts, we fully believe, have at least double the quantity of timber he has represented.

Witness our hands, at Boston, November, 1835.

S. SARTWELL, Jr.,
Sheriff of McKean County, Pa.
JAMES L. GILLIS,
Treasurer of Jefferson County, Penn.

The inducements to purchase these lands are, in the first place, that they are very cheap. Lands of no better quality as to timber, and vastly inferior as farming lands, have been sold in the State of Maine at from five to ten dollars per acre. These lands, taken in the aggregate, are offered at less than one and a half dollars per acre. They are all situated on navigable waters, where the timber can be taken to good markets, and at very moderate expense. Boards are conveyed from Pittsburg to New Orleans at but little more expense than it costs to freight them from Bangor to Boston. As to markets for lumber from these lands, it is a notorious fact that the whole western country, from Pittsburg to New Orleans, is entirely dependent upon them. There is no white pine in Ohio, in Kentucky, in Illinois, or in Indiana, or if any, but a very limited quantity. With the rapidly increasing settlement of the great west, can there be a doubt that for fifty years to come there will be a constantly increasing demand for white pine timber? There is none. At present the prices are such as to afford as good profits to the manufacturers and dealers in lumber as is obtained in the State of Maine; and in the course of the next ten years it is reasonable to expect that lumber will advance nearly or quite a hundred per cent. This is especially to be expected, as the white pine timber lands in the west are almost exclusively limited to the waters of the Allegany, and are of a very limited extent. Within thirty miles of the northermost tract of these lands, other lands in the State of New York not superior are selling at as much as four dollars per acre, the seller retaining all the white pine timber; and they are no better situated as to markets than these. These lands have been selected by Mr. Sartwell, who has been a dealer in lands resident where they are situated about nine years. His object has been to secure the major part of the most valuable timber lands in that region. He knows that he has been successful. We state with the utmost confidence that the operation cannot be repeated; that there is not another so large a body of timber lands in that region, and, too, that lands of the same and of vastly inferior quality are held at more than double the price asked for these. It is reasonable to believe that

these very lands will command three or four times the present price within the credit on which it is proposed to sell them. The internal improvements resolved upon by the governments of the States of New York and Pennsylvania cannot fail of greatly enhancing their value. On the whole, no lands that have been offered in the northern section of our Union present so flattering an inducement to the man of enterprise, in all respects, as these.

This printed pamphlet, marked A, was exhibited to the witnesses, and by them testified to, at their several examinations before me.

THOMAS A. DEXTER, *Commr.*

JAS. L. HOMER.

[*Printed Pamphlet marked B.*]

[L. S.] WESTERN DISTRICT OF PENNSYLVANIA, *ss:*

I, Edward J. Roberts, clerk of the circuit court of the United States for said district, certify that a true and accurate copy of the printed pamphlet referred to in the depositions of James L. Homer, E. T. Farrington, John S. Tyler, and William Fisk, and marked B, will be found on pages 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, and 145, of this exemplification; and the following is annexed to said pamphlet, in writing, viz:

"PROPOSALS.

"H. and R. Williams, as agents for Asa Sartwell, propose to sell the seven tracts of land as described in the pamphlet to which this is annexed, amounting to two hundred and fifteen thousand, three hundred and seventy-one acres, at the prices annexed, amounting to three hundred and seventeen thousand, one hundred and twenty-six dollars and fifty cents, by forming a joint stock company for the purchase of the lands, in shares of one thousand dollars each, amounting to three hundred and seventeen and $\frac{126\,50}{1000}$ of a share. The terms of payment to be one fourth part of the amount on the delivery of good warrantee deeds of the property, and the residue in notes of hand, of equal amounts, payable with interest annually, in one, two and three years, the payment of which to be secured by a mortgage on the premises.

With reference to the aforegoing proposals, we, the subscribers, hereby severally promise H. & R. Williams, as agents of Asa Sartwell, to take and pay for, on the terms and conditions set forth, the number of shares, of one thousand dollars each, by us respectively subscribed and set against our names; conditioned only, that the whole number of shares, say three hundred and seventeen and a fraction, are all taken up and subscribed for within the period of two months from this twenty-eighth day of March, one thousand eight hundred and thirty-six."

"Subscribers' names. No. of Shares."

The following is added by the commissioner, Thomas A. Dexter, and signed by the witnesses, viz:

"This printed pamphlet, with the written proposals annexed, and marked B, was exhibited to the witnesses, James L. Homer, E. T. Farrington, John S. Tyler, James L. P. Orrok, and William Fisk, and by them respectively testified to at their several examinations, before me. THOMAS A. DEXTER,
Commissioner.

JAMES L. HOMER,
EBEN. T. FARRINGTON,
JOHN S. TYLER,
WILLIAM FISK."

In testimony whereof I have hereto set my hand and affixed the seal of said court, at Pittsburgh, the thirteenth day of January, in the year eighteen hundred and forty.

E. J. ROBERTS, *Clerk.*

CIRCUIT COURT OF THE UNITED STATES,
Western District of Pennsylvania.

HENRY WILLIAMS & ROBERT WILLIAMS
vs.
ASA SARTWELL.

On commission from said court to take the deposition of witnesses, on the part of respondent, to be examined at Smithport, McKean county, Pennsylvania, before the prothonotary of said county, in pursuance of agreement of parties of January 7, 1839.

And now, to wit, February 19, 1839, Solomon Sartwell, Jr., appeared before me at my office, in Smithport, in pursuance of the annexed commission in the above entitled suit, and being by me duly sworn, according to law, doth depose and say, in answer to the first interrogatory, viz:

1st interrogatory. "Are you acquainted with the parties to this cause?"

Answer. "Yes."

2d interrogatory. "Were you present at any interviews or interviews between the respondent, Asa Sartwell, and the complainants, Henry Williams and Robert Williams, or either of the complainants, in the month of November, or at any other time during the autumn of A. D., 1835, in the city of Boston; and if so, state what conversation, if any, you heard between them, relative to the refusal, purchase, or sale of lands in the State of Pennsylvania, on the joint account of the parties?

Answer. I was in the city of Boston, in the month of November, 1835, in the counting-room of the complainants, several times

in company with the respondent, and heard the complainants and respondent converse together about the sale of a body of *a* lands, which the complainants had undertaken to sell on joint account with the respondent; the complainants remarked to the respondent that the refusals were then about to expire; that Henry Williams, one of the complainants, said they had not time to sell before the refusals would expire, and if respondent would get the refusals extended to the first day of June, A. D. 1836, it would be all the time the complainants would require, and further said, that they could sell, by that time if at all, and would ask no further time; the said Henry Williams professed great skill in selling lands, and remarked to the respondent, if any body could sell them, he could; and would devote his time and attention to the business, and said he would go to Bangor and New York to effect a sale. The said Henry Williams appeared to have the management of the business, and that the said Robert Williams assented to whatever the said Henry Williams said to respondent on the subject.

Interrogatory 3d. Had you any interview with the complainants, or either of them, at Boston, or elsewhere, during the spring or summer of 1838; and if yea, state what said plaintiffs, or either of them said at such interview; if any thing relative to the sale or failure to sell, or efforts or wants of efforts to sell the lands referred to in the second interrogatory?

Answer. Deponent says he was in Boston, in August, A. D. 1838; had an interview with the complainants in relation to the sale of the lands referred to in the second interrogatory; Henry Williams said they had failed on their part to sell the lands, according to their agreement with the said respondent, and said they abandoned or gave up all hope of selling the said lands at the time the last refusals expired; said he had not been to Bangor or New York, to effect the sale; said as the times were when the refusals expired the last time, it was not of any use to try to sell them; he further said that God himself could not have sold them; said that he was acquainted with the officers of the United States land company, (who bought the lands referred to,) and did not try to sell to that company. Robert Williams said he had not much interest in the matter, as he did not expect to receive any thing from the respondent on account of the sale of the lands.

Interrogatory 4th. Do you know what measures the respondent adopted, and what exertions he used in procuring refusals and extensions of refusals of the lands embraced in the second interrogatory; what expenses he incurred in procuring such refusals and extension of refusals, and in travelling to and from Boston, in relation to said lands, from the 8th August, 1835, to fifteenth of July, 1836; and if so, state particularly all your knowledge on those subjects.

Answer. I know that respondent spent considerable time in getting refusals and exploring the lands, and procuring maps of the same, and getting certificates, and made three journeys to Boston, three to Jefferson county, and two to Philadelphia, in getting extensions of

refusals, and attending to other business connected with the sale of those lands, and believes the respondent incurred an expense of from nine hundred to twelve hundred dollars, in travelling expenses in performing the above-mentioned journey, besides the expenses of exploring the said lands, and procuring maps and certificates of the same.

Interrogatory 5th. Do you know of any other matter or thing material to the respondent in this case? If so state the same as particularly as if specially interrogated in relation thereto?

Answer. Deponent says he believes that six months would be all the time necessary to effect a land sale of the lands from the time of the first refusal, and believes that the city of New York was preferable to Boston, for to effect a sale of those lands, and deponent thinks it was a more favorable time to sell those lands, while the complainants had the control of them, than it was at the time the respondent effected the sale thereof.

SOLOMON SARTWELL, Jr.

Sworn and subscribed before me the nineteenth day of February, A. D. 1839.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the court of common pleas, at Smithport, in the county of McKean.

RICHARD CHADWICK, *Prothonotary.* [SEAL.]

Fees $8 75, paid by respondent.

(Commission in this case not returned.)

Copy of commission.

IN THE CIRCUIT COURT OF THE UNITED STATES,
For the Western District of Pennsylvania.

No. 4, of November Term, 1837.

(Craft, Biddle.) HENRY & ROBERT WILLIAMS, citizens and residents of Massachusetts,
vs.
(Forward, Metcalf & Marks.) ASA SARTWELL, a citizen and resident of Pennsylvania.
} Bill in Equity.

The President of the United States, to any Notary Public, or other authority competent to administer oaths.

Know you, that in confidence of your prudence and integrity, we have given unto, and by these presents do give unto you full power and authority, in pursuance of a rule lately made in the court of the United States, in and for the western district of Pennsylvania, in a certain bill in equity therein depending, wherein the said Henry Williams and RobertWilliams are complainants, and Asa Sartwell is re-

spondent, to call before you, at a certain day and place by you for that purpose to be appointed, all and every person and persons who may be named to you by the said complainants, as witnesses in the said action; and then and there to examine them, on their respective oaths and affirmations, on certain interrogatories hereunto annexed, touching the premises, and to reduce their testimony to writing; and when you shall have so done, you are to send the same to the said court, closed up and under your seals, plainly and distinctly set together with this writ.

Witness, the Honorable Roger B. Taney, Esquire, Chief Justice of the Supreme Court of the United States at Pittsburg, this first day of November, A. D. 1839, and in the sixty-fourth year of the Independence of the said United States.

E. J. ROBERTS, *Clerk.*

The execution of this commission appears in certain schedules annexed.

THOMAS A. DEXTER,
Commissioner.

Boston, November 9th, 1839.

Copy of Interrogatories attached to the above commission.

CIRCUIT COURT OF THE UNITED STATES,
Western District of Pennsylvania.

HENRY WILLIAMS and
ROBERT WILLIAMS
vs.
ASA SARTWELL.

Interrogatories filed by complainants in pursuance of an agreement of parties of January 7th, and March, 1839, on file in this cause, to be propounded to witnesses to be examined at Boston, in the State of Massachusetts, on the part of the said complainants, under rule to be issued by virtue of the said recited agreement.

Interrogatory 1st. Are you acquainted with the parties to this cause? If yea, state when and where you have known them.

2d. What is your own age, pursuit, or occupation?

3d. Are you acquainted with a sale of Pennsylvania land made by the defendant to any company with which you are or are not acquainted? If yea, state the date of said sale, the description of said lands, the price of terms, and mode of payment, and how said payments (if deferred) were secured.

4th. Do you know of any transfer or assignment of said securities being made by said defendant; if yea, when and where did you become informed of the said assignment; state its date, the manner thereof, and all other information you have respecting the same?

5th. Do you know of any other person holding the said securities other than the defendant? By what right, if so they were held or claimed to be held? Did the holder of them offer them for sale; and if yea, state the name of such holder, and what offers he made respecting them by way of sale or otherwise to you or to any other person?

6th. Do you know of any other person than the respondent assuming control over the subject matter of this suit? If yea, who, and by what title or right such person made such control, and what acts were done by him under such assumption of ownership?

JAMES S. CRAFT,
Att'y for comp'ts.

October 11th, 1839.
A true copy. E. J. ROBERTS, *Cl'k.*

November 1st, 1839.

UNITED STATES OF AMERICA,
Commonwealth of Massachusetts.

SUFFOLK COUNTY, *City of Boston, ss.*

I, Thomas A. Dexter, notary public, by legal authority admitted and sworn, and dwelling in Boston aforesaid, and a justice of the peace for the county of Suffolk, do hereby certify to all whom it may concern, that on the day of the date hereof, before me, appeared David R. Griggs, the person who has subscribed the deposition hereto annexed, and being by me carefully examined and sworn in due form of law to testify the truth, the whole truth and nothing but the truth, he made solemn oath to the truth of the said deposition by him subscribed, and subscribed the same in my presence, the said deposition having been first reduced to writing by me in presence of said deponent.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal, this ninth day of November, in the year of our Lord one thousand eight hundred and thirty-nine.

THOMAS A. DEXTER,
Public Notary and Justice of the Peace.

Deposition of David R. Griggs.

David R. Griggs, of the city of Boston, and commonwealth of Massachusetts, merchant, a witness examined on the part of the complainants, in and by virtue of the annexed commission, and being duly cautioned, examined, and sworn, answereth, and—

First. To the first interrogatory he saith, that he is well acquainted with both the parties of this suit; he has known the complainants for upwards of fifteen years last past, and he has known the respondent since the year eighteen hundred and thirty-six.

Second. To the second interrogatory he saith, he is aged fifty years and upwards; he is a merchant, which business he has pursued for upwards of twenty years in Boston.

Third. To the third interrogatory he saith, that he is acquainted with a sale of Pennsylvania land made by Asa Sartwell to the United States Land Company, an association with which I am connected, and of which I am the president. The contract for the purchase was made in August, eighteen hundred and thirty-six, as I believe; it was concluded, and the papers were made out, and the first payment was made on one tract, on or about the first of September following; that tract was called the Bingham tract, and is in McKean county, Pennsylvania—the price agreed to be paid for that tract was one dollar and fifty cents an acre; and the first payment on another tract, which was contracted for at one dollar twelve and half cents per acre, was made on the sixth day of October following. On the Kersey tract, so called, in Jefferson, Clearfield, and McKean counties, in said Pennsylvania, the bargain was for cash, and all the payments were considered as cash; and the security for the deferred payments was in a bond. They were timber and farming lands.

Fourth. To the fourth interrogatory he saith, that he saw a bond from Ingersoll to Asa Sartwell, and also a bond of Norris to the said Asa, in the hands of Solomon Sartwell; and when I saw them there was indorsed thereon instruments of assignment from Asa Sartwell to Solomon Sartwell. Deponent's belief is, that he saw said assignments, in the month of July, eighteen hundred and thirty-seven, in the hands of Solomon Sartwell, and in Philadelphia; and he also saw them in said Solomon's hands in New York. Deponent went with Solomon Sartwell into the office of J. P. Norris, in Philadelphia, with a view of ascertaining from Mr. Norris if the assignments were right, and with a view of purchasing. Solomon offered to sell to deponent, and urged him to purchase all his interests in said bonds, and said he derived his interest and property therein by assignment from Asa Sartwell; and deponent was in a fair train to complete the purchase of Solomon, and was at Mr. Norris's office for this purpose, when a letter was received by Mr. Norris, which I understood was from Messrs. H. & R. Williams, the complainants in this case, and was in the nature of an injunction, as I understood. Whereupon the negotiation ceased, and deponent never afterwards negotiated with either Solomon or Asa Sartwell, or with any one else, for the purchase of said bonds.

Fifth. To the fifth interrogatory he saith, he knows nothing of any person or persons holding said securities, excepting the said Solomon, holding them, as he said, and as the instruments endorsed thereon purported, by assignment from Asa Sartwell; and I understood that he had a full property therein, both from his, said Solomon's, declarations to deponent to this effect, and also from deponent's examination of said assignments. The holder, Solomon Sartwell, did offer them for sale, as deponent has just stated. Deponent cannot now recollect precisely how he offered to sell them, but according to his best recollection it was for a sum not less than fifteen thousand, and not more than twenty-five thousand, dollars.

Sixth. To the sixth interrogatory he saith, he knows of no other

person concerned in the subject matter of this suit except Asa Sartwell, and Solomon Sartwell, who derived his right by the assignment of the said Asa to him, as deponent has already stated; unless it be that Shadrach Robinson and Isaac Adams had a right or interest therein, by virtue of an order drawn in their favor by Asa Sartwell, which, as I understood, was in the hands of Mr. Ingersoll, in Philadelphia; and deponent understood that the money, which was somewhere about nine thousand dollars, said Robinson and Adams were to receive by virtue of that order, was for a compensation agreed upon between Asa Sartwell and them, for their aid in effecting sales of said lands; this is what deponent understood. His personal knowledge, as to the matters inquired of, extends only to what he has already stated, as to the offer of said Solomon to sell said bonds, by virtue of said assignment. The last time that deponent ever saw Solomon Sartwell was in Boston, and that was in the month of August, in the year eighteen hundred and thirty-ieght, as I believe; he was at deponent's counting-room in said Boston, and a conversation was there had between deponent and said Solomon, as to the dispute between the complainants and Asa Sartwell; and deponent then advised to a compromise being made with complainants. Solomon said, at that time, to deponent, that he had offered to complainants five thousand dollars, by way of compromise, in money, and some land—how much land deponent cannot say—and deponent understood from said Solomon that the complainants declined the offer. Deponent understood Solomon Sartwell, at that time, to say that he had disposed of his interests in said bonds to Asa Sartwell.

DAVID R. GRIGGS.

IN CIRCUIT COURT OF THE UNITED STATES,
For Western District of Pennsylvania.

HENRY & ROBT. WILLIAMS
vs.
ASA SARTWELL.

Solomon Sartwell, jr. being duly sworn, according to law: I am a brother to this defendant; I have no interest, in any way, in the event of this cause; neither had I any interest in this cause, when I gave my former deposition in the same cause. My brother, in the month of June or July, 1837; I find by the papers now before me, to be on 7th June, 1837; that he assigned them to me on that day, and are the same papers which I showed to David R. Griggs of Boston, and which he has mentioned in his deposition in this cause; and on the tenth day of August, in same year, I re-assigned them to my said brother, Asa Sartwell, and which assignment and re-assignment appear on these papers, produced and are now before me, (marked A. Nov. 26th, 1839, M. B. L. & B. Nov. 26th, 1839; M. B. L.) In 1837, there was a change of times, and my brother thought it would be best to sell those securities for less than their face, as it

was doubtful whether the U. S. Land Company would pay for these lands; he thought best, I advised him so to do, to sell them for less than the face of the securities, and get his money; I had business in Boston, and to enable me to sell them for him, he made the assignment to me on these papers. I had no interest in these papers, and had I made a sale of them, would have been bound to pay them every cent of the money; as I had no interest, other than for the purpose stated, I made no payment of any kind to my brother for the assignment as a consideration. My brother was largely indebted for purchases of real estate, in the State of New York, and making improvements thereon, for which he wanted to raise money; I offered these papers or securities for sale to Mr. Grigg in Boston, and in New York, where Mr. Griggs also was, and made an arrangement with him, and agreed upon the amount; there was no sale completed, and I brought the papers home with me, and after I returned home, re-assigned them to my brother as therein stated.

I was in Boston on business of my own, in 1838, in the month of August or July, and after the interview with the complainants mentioned in my former deposition in this cause. I made Mr. Williams an offer to settle this matter; my brother at the time was much in debt, and had his property advertised for sale. I advised him if he could settle with Mr. Williams, to do so, as it would be better so to do, than to sacrifice his property. My brother told me I might offer to Mr. Williams two or three thousand dollars; I don't remember which, and when in Boston, I think I offered Mr. Williams $5000 and some land, which might have been worth at the time two or three hundred dollars. Mr. Williams did not accept of the proposition, but refused, and immediately after I left Boston.

SOLOMON SARTWELL, Jr.

Sworn and subscribed before me in my office, this 26th day of November, 1839, in presence of Mr. Loomis, for defendant, and Messrs Dunlop, who appeared with Mr. Craft for complainants and examined the witness.

M. B. LOWRIE.

Decree.

HENRY WILLIAMS and ROBERT WILLIAMS *vs.* ASA SARTWELL. } In Chancery.

This cause came on for hearing upon the pleadings, exhibits, and proofs, and upon examination and consideration thereof, and of the arguments of counsel, the court are of opinion that the equity of the cause is with the complainants, and that the complainants are in equity entitled to receive, hold, and enjoy two-thirds parts of the funds and securities received by the respondent for the sale of the Bingham and Kersey tracts of land, mentioned in the pleadings and proofs in this cause, deducting from said two-thirds parts the sum of

fourteen thousand one hundred and sixty-six dollars, agreed to be paid by the respondents to Adams, Plumer, and Robinson, for their assistance and influence in effecting sales of said land, which the court are of opinion ought in equity to be deducted from said two-thirds, and also deducting therefrom the sum of two thousand two hundred and fifty-three dollars and thirty-three cents, being two-thirds of the amount of the expenses which the court find to have been increased by the respondent, under the provisions of the agreement of the 9th of August, 1835, and 24th of May, 1836, mentioned in the pleadings, and of the expenses incurred by him in obtaining the refusal of the Kersey land of the 2d June, 1836; and that the respondent is in equity entitled to retain, hold, and enjoy the residue of the funds and securities received by the said respondent for the sale of the lands aforesaid; and therefore it is now here ordered, adjudged, and decreed by the court that the complainants receive, hold, and enjoy two-thirds of the funds and securities aforesaid, deducting therefrom the said sums of fourteen thousand one hundred and sixty-six dollars, and two thousand two hundred and fifty-three dollars thirty-three cents, amounting in the aggregate to the sum of sixteen thousand four hundred and nineteen dollars and thirthy-three cents, and that the respondent retain, hold, and enjoy the residue of said funds and securities; and that, should the notes, one of $3,000 and the other of $5,000, mentioned in the account attached to respondent's answer, given by Grigg & Mead to the respondent, and received by him in part payment thereof, prove uncollectable, two-thirds of the resulting loss shall be borne by the complainants, and one-third by the respondent, and that the complainants recover their reasonable costs from respondent to be taxed, &c.

HENRY BALDWIN,
TH. IRWIN.

(The foregoing decree was pronounced and filed the twelfth day of December, eighteen hundred and thirty-nine. Thereupon an appeal was allowed in open court to the respondent upon his giving bond, with approved security, in the sum of three hundred dollars. A bond was accordingly given and approved by the Hon. Thomas Irwin, one of the judges of the said circuit court, on the 20th December, A. D. 1839, a copy of which bond is hereunto annexed.

E. J. ROBERTS, *Clerk.*)

UNITED STATES COURT,
For the Western District of Pennsylvania.

ASA SARTWELL, appellant,
vs.
HENRY & ROBERT WILLIAMS, appellees.
} Appeal to Supreme Court U. S.

Know all men by these presents, that I, Griswold E. Warner, of the county of Alleghany, and State of Pennsylvania, am held and

firmly bound unto Henry Williams and Robert Williams, appellees in the above suits in the sum of three hundred dollar lawful money of the United States, to which payment well and truly to be made, I bind myself, my heirs, executors, and administrators firmly by these presents. Sealed with my seal, and dated the 20th day of December, in the year eighteen hundred and thirty-nine.

Whereas the above named Asa Sartwell has prosecuted his appeal to the Supreme Court of the United States, from the decree rendered in the above suit, in which Henry Williams and Robert Williams are complainants, and Asa Sartwell is respondent.

Now, therefore, the condition of the above obligation is such that if the above named Asa Sartwell shall prosecute his appeal with effect, and answer all damages and costs if he shall fail to make good his appeal, then this obligation to be void, otherwise to be and remain in full force and virtue.

G. E. WARNER, [SEAL.]

Sealed and delivered in presence of
S. A. ROBERTS.

I, Thomas Irwin, one of the judges of the circuit court of the United States for the western district of Pennsylvania, have taken and approved the within bond of Griswold E. Warner.

Witness my hand and seal the 20th December, 1839.

TH. IRWIN. [SEAL.]

UNITED STATES OF AMERICA,
Western District of Pennsylvania.

I, Edward J. Roberts, clerk of the circuit court of the United States for the western district of Pennsylvania, do hereby certify that the foregoing contains a true and faithful copy of all the papers filed of record in a certain case in equity, wherein Henry Williams and Robert Williams, citizens and residents of Massachusetts, are complainants, and Asa Sartwell, a citizen of Pennsylvania, is respondent; being No. 4, of November term, 1837, on the docket of said court.

In testimony whereof, I have hereto set my hand and affixed the seal of the said circuit court of the United States for the said district, at Pittsburgh, this thirteenth day of January, in the year eighteen hundred and forty, and of the independence of the United States the sixty-fourth.

E. J. ROBERTS, *Clerk.*